

GENERAL CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES

1. GENERAL DEFINITIONS

For all purposes, the meaning of the following terms, whenever they appear in capital letters, shall be as set forth below, without prejudice to the definitions the law may establish for each of them.

CONTRACT: These are the documents containing the agreement of wills between **THE COMPANY** and **THE CONTRACTOR** and are integrally formed by: i) the present document called "**GENERAL CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES VERSION 10**" and ii) the document signed by **THE PARTIES** called "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**". The aforementioned documents regulate the legal business relationship between **THE PARTIES**.

THE CONTRACTOR: Natural person, legal entity, or associative figure that has subscribed to the document "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" with **THE COMPANY** and that is bound by the **CONTRACT**.

THE COMPANY: Transportadora de Gas Internacional S.A. ESP.

THE PARTIES: Refers to **THE CONTRACTOR** and **THE COMPANY** as subjects of the legal business relationship named **CONTRACT under 200 monthly minimum salaries**.

EXPLANATORY NOTE: Indicates the description of the scope of the clause and its application concerning the **CONTRACT under 200 Monthly Minimum Salaries**.

2. PURPOSE AND SCOPE

By virtue of the **CONTRACT**, **THE CONTRACTOR** acting on its own account and risk, with technical and managerial freedom and autonomy, undertakes to perform the object and scope defined in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

3. EXECUTION TIME

The term of execution shall be the term indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

4. VALUE AND FORM OF PAYMENT

The value is the amount indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" and will be paid in accordance with the requirements indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

PARAGRAPH 1. The value of the **CONTRACT** to be paid to the **CONTRACTOR** includes all expenses, costs, fees, duties, taxes, rates, and other contributions related to the execution of the contractual object. Therefore, the agreed value shall be the only acknowledgment made by **THE COMPANY** to the **CONTRACTOR**. By signing the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, **THE CONTRACTOR** declares that in the presentation of the cost of its offer, it took into account all the direct and indirect costs of the work necessary to comply with the object and scope of the **CONTRACT**, among them, the costs for the execution of activities in special, safe, and salubrious conditions with measures adopted by the authorities to contain the spread of the pandemic of Covid-19, including any unforeseen event that may occur, as well as all expenses, administration, utilities, risk assessment, contingencies, and any other circumstance that may affect the development of the works, such as relations with communities, environmental obligations of the **CONTRACTOR**, among others.

The unit prices or rates of the goods and/or services quoted by **THE CONTRACTOR** shall be remunerated in accordance with the pricing system or modality indicated in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, whether it be by Unit Prices, Lump Sum, Mixed Pricing modality, or any other applicable modality.

For contracts agreed upon by the unit price system, the value determined in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES** is the maximum estimated value. The final actual value of the **CONTRACT** shall be the result of multiplying the agreed unit values by the quantities executed and received to the satisfaction of **THE COMPANY**.

PARAGRAPH 2. READJUSTMENTS: Notwithstanding the foregoing, in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, it shall be indicated if according to the nature of the **CONTRACT**, **THE COMPANY** shall recognize the **CONTRACTOR** readjustments to the value of the **CONTRACT**, or if the agreed value is a fixed value.

PARAGRAPH 3. CONTRACT CURRENCY: The currency of the **CONTRACT** shall be that indicated in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**.

PARAGRAPH 4. Payments shall be made by **THE COMPANY**, within thirty (30) calendar days following the filing of the respective invoice, collection account, or equivalent document, as applicable and with the fulfillment of all the requirements agreed upon in the **CONTRACT**, at the offices of the **COMPANY** located at Carrera 9 No. 73-44, Bogotá D.C., at the correspondence window or by e-mail to the following address: facturacion.proveedores@tgi.com.co, with the required formats. Notwithstanding the foregoing, for each payment, **THE CONTRACTOR** may freely and voluntarily avail itself of the **PROMPT PAYMENT OF INVOICES PROCEDURE** that **THE COMPANY** may have available to facilitate the payment of its invoices and/or accounts receivable before the maximum term provided for payment. For such purposes, for each payment, **THE CONTRACTOR** shall state in writing its intention to avail itself of the prompt payment procedure for invoices and shall exhaust the requirements set forth in the procedure in force and published on **THE COMPANY's** website, www.tgi.com.co.

Once the **PROMPT PAYMENT OF INVOICES PROCEDURE has been exhausted**, **THE COMPANY** may carry out the prompt payment, subject to the availability of resources. However, if **THE CONTRACTOR** avails itself of the procedure mentioned above and **THE COMPANY** does not pay the invoices before the maximum term provided, **THE COMPANY** may not be required to recognize and pay interest for late payment in the cancellation of the invoices, collection accounts, or equivalent documents.

PARAGRAPH 5. THE CONTRACTOR assumes the obligation to submit the invoices, collection accounts, or the equivalent document to **THE COMPANY**, in the opportunity in which the payments agreed in the **CONTRACT** so determine, and declares that for the late submission of them, **THE COMPANY** shall not assume any liability for any adverse consequences that the **CONTRACTOR** may have for the delay in payment and, therefore, waives in advance any indemnity or benefit derived from **THE COMPANY's** delay in payment.

PARAGRAPH 6. THE COMPANY shall make, at the time of payment, the discounts for withholding tax and others that are contractually and legally applicable.

PARAGRAPH 7. MARKET REPRESENTATIVE RATE (TRM by its initials in Spanish): In the event that invoices, collection accounts, or equivalent documents are submitted in United States of America Dollars by a national **CONTRACTOR** in accordance with the value and form of payment provided in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", the payment shall be settled following 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 goods to **THE COMPANY**, the payment shall be settled according to the TRM of the day in which the Supervisor or the Auditor, as the case may be, issues the respective order to the **CONTRACTOR**.

PARAGRAPH 8. AVERAGE EXCHANGE RATE: In the event that invoices, collection accounts, or equivalent documents are submitted by a national **CONTRACTOR** in a foreign currency other than the United States Dollar in accordance with the value and form of payment provided in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, the payment shall be settled using the average exchange rate of the currency published by Colombia's Banco de la República on the date of submission of the invoice, collection account, or equivalent document. For those cases in which **THE NATIONAL CONTRACTOR** must deliver goods to **THE COMPANY**, the payment shall be settled using the average exchange rate of the currency published by Colombia's Banco de la República on the day in which the Supervisor or the Auditor, as applicable, issues the respective order to the **CONTRACTOR**.

PARAGRAPH 9. INTEREST: In the event that payments are not made within the terms established in this clause, **THE COMPANY** shall recognize late payment interest on the cancellation of invoices, collection accounts, or equivalent documents at a rate corresponding to the current bank interest rate certified by Colombia's Superintendencia Financiera, for the period within which the delay is caused. For the payment of interests, **THE CONTRACTOR** shall make the corresponding calculations and submit to **THE COMPANY** the respective invoice, with the supports that prove 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 set forth in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES** and payments are not made within the terms established above, **THE COMPANY** shall recognize an interest for late payment at the SOFR rate equivalent to the day of payment. For the payment of interests, **THE CONTRACTOR** shall make the corresponding calculations and submit to **THE COMPANY** the respective invoice, with the supports that prove its existence, the period for which it is charged, and the rate applied.

EXPLANATORY NOTE: In the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES** the payment option that applies, or the defined payment form and requirements, will be precisely indicated.

5. REIMBURSABLE EXPENSES

THE COMPANY shall only recognize reimbursable expenses to the **CONTRACTOR** if such recognition is indicated in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, in which case, the payment of reimbursable expenses shall only proceed for the items listed in said **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, and up to the percentage or value defined in said document, and upon the express authorization of the **CONTRACT** Supervisor or Auditor, as the case may be, once the I-GAB-012 Instructions for Approval of Resources for Reimbursable Expenses are applied. The expenses shall be reimbursed under the following conditions: **(i)** All expenses shall be recognized at cost; **(ii)** **THE CONTRACTOR** shall apply the tax withholdings required by law on the payments or credits on account made as reimbursable expenses; **(iii)** **THE CONTRACTOR** shall provide to the **CONTRACT** Supervisor or Auditor, as applicable, certification from the Statutory Auditor or accountant certifying the referred expenses and the paid taxes, and a copy of the supporting documents of the referred expenses. These documents must be issued in the name of the **CONTRACTOR**; **(iv)** **THE CONTRACTOR** must submit a collection account to **THE COMPANY** with the corresponding supports attached. The reimbursement of expenses shall be made within thirty (30) calendar days following the filing of the respective request together with its support documents at the **COMPANY'S** Correspondence Office, approved by the **CONTRACT** Supervisor or Auditor, as the case may be; **(v)** The request for reimbursement of expenses shall contain: **CONTRACT** number, date of issuance of the supporting documents, separation of taxes applied, valuation in Colombian pesos, which must coincide with those stated in the request for reimbursement, the market representative rate (TRM) or the average exchange rate in effect on the date on which the respective payment was made (if applicable), and the total of the reimbursable expenses; **(vi)** **THE CONTRACTOR** shall submit the Act of Reimbursable Expenses signed by the **CONTRACT** Supervisor or Auditor, as applicable, and **THE CONTRACTOR**.

PARAGRAPH 1: Payments shall be made by **THE COMPANY** within thirty (30) calendar days following the filing of the respective invoice, collection account, or equivalent document, as applicable and with the fulfillment of all the requirements agreed upon in the **CONTRACT**, at **THE COMPANY**'s offices located at Carrera 9 No. 73-44, Bogotá D.C., at the correspondence window or via e-mail to the following address: facturacion.proveedores@tgi.com.co, with the required support documents.

PARAGRAPH 2: At the time of payment, the **COMPANY** shall make the discounts for withholding tax and others that are contractually and legally applicable.

EXPLANATORY NOTE: In the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**, it shall be indicated, in case it is needed for the execution of the **CONTRACT**, the precision of the application of reimbursable expenses. If no mention is made of the need for reimbursable expenses, this stipulation shall be deemed not to be written.

6. GUARANTEES

The definition of the protections, coverages, insurable values or amounts to be guaranteed, as well as the terms and conditions of the guarantees of the **CONTRACT**, shall correspond to what is indicated in the **SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**.

THE CONTRACTOR shall cover the risks defined in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**". Guarantees may consist of: 1) an Insurance Policy, 2) Commercial Trust in Guarantee, 3) Bank Guarantee, or 4) a Standby 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 such guarantee shall be indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

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

- a) **Correct handling of the advance:** Covers economic damages that may affect its equity as a consequence of the non-investment, improper use, misappropriation of the sums in cash or in kind that are delivered as an advance, and economic damages that may affect its equity, derived from the non-return of the sums in cash or in kind, which are delivered as **ADVANCE** and which the guaranteed party (**THE CONTRACTOR**) does not return to the beneficiary (**THE COMPANY**).
- b) **Correct handling of the advanced payment:** Covers economic damages that may affect its equity as a consequence of the non-investment, improper use, misappropriation of the sums in cash or in kind that are delivered as an advanced payment, and economic damages that may affect its equity, derived from the payment and which the guaranteed party (**THE CONTRACTOR**) does not return to the beneficiary (**THE COMPANY**).
- c) **Good handling of materials and equipment:** This protection covers the beneficiary(**THE COMPANY**) against the damages caused by the policyholder(**THE CONTRACTOR**) due to the misuse or misappropriation of the materials and equipment that the beneficiary(**THE COMPANY**) has lent or supplied to the policyholder(**THE CONTRACTOR**) for the execution of the **CONTRACT**.
- d) **Performance:** By means of this coverage, the beneficiary(**THE COMPANY**) is covered against the economic damages caused by the policyholder(**THE CONTRACTOR**) derived from the total, partial, late, or defective breach attributable to the policyholder of any of the obligations arising from the insured contract, as well as for damages attributable to the policyholder(**THE CONTRACTOR**) for partial deliveries of the work when the **CONTRACT** does not provide for partial deliveries. This protection includes fines (provisional measures of constraint) and the value of the pecuniary penalty clause to be enforced.

- e) **Payment of Salaries, Social Benefits, and Labor Indemnities:** By means of this coverage, the beneficiary(**THE COMPANY**) is protected against the pecuniary damages originating in the breach of the obligations named in the meanings and scope assigned to them by the labor legislation, including the moratorium indemnities for lack of payment mentioned in Article 65 of the Código Sustantivo del Trabajo or applicable to the associated work cooperatives, concerning the persons who have been used to execute the insured **CONTRACT**, provided that there is employer solidarity or that the beneficiary (**THE COMPANY**) is obliged to pay for the concepts referred to in this coverage, both for the personnel employed by it or the subcontractors, in the execution to the **CONTRACT**.
- f) **Quality of the service:** By means of this coverage, the beneficiary(**THE COMPANY**) is protected against the pecuniary damages arising from the inadequate or negligent manner in which the services were rendered or the work entrusted to the policyholder(**THE CONTRACTOR**) was performed in accordance with the requirements of the insured obligation or the legal requirements related to the contracted assignment.
- g) **Quality and correct performance of the goods, elements, and equipment supplied:** Covers the economic damages that may affect the assets of the beneficiary(**THE COMPANY**), derived from the poor quality, deficient quality, or defective performance of the elements, goods, and equipment supplied by the policyholder(**THE CONTRACTOR**), once received in appearance to the satisfaction of the beneficiary(**THE COMPANY**).
- h) **Supply and provision of spare parts:** It covers the direct economic damages that may affect the beneficiary's(**THE COMPANY**) equity caused by the non-compliance in the supply of spare parts, parts, materials, and supplies necessary for the repair and maintenance of the goods supplied by the policyholder(**THE CONTRACTOR**), in accordance with the specifications agreed upon in the **CONTRACT**.
- i) **Stability and quality of the Work:** Covers the economic damages that may affect the equity of the beneficiary(**THE COMPANY**), attributable to the policyholder(**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**, which 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 its use.

REQUIRED INSURANCE POLICIES. The 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 guarantees above, **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 for all the protections contracted in the policy the pecuniary damages (Emerging damage and Loss of profits) and non-pecuniary damages (Moral damage, physiological damage, damage to life in relation, or health damages) caused by the Policyholder/Insured Party due to specific non-contractual civil liability incurred following the law, as a consequence of an event occurring during the term of the policy, causing property damage, personal injury, or death to third parties, in the performance of the **CONTRACT** and which are attributable to the **CONTRACTOR**.
- b) **Group Life Insurance:** Life Insurance Policy covers death from any non-pre-existing cause occurred during the term of the policy (either by natural death or accidental death) in an unforeseen event beyond the insured's control, which is the exclusive and direct consequence of a sudden, external, fortuitous event covered by the policy, causing death instantaneously or within one hundred and eighty (180) calendar days following the date of the occurrence of the event.
- c) **Accident Insurance:** Personal Accident Policy: covers death only caused by an accident in an unforeseen event, beyond the insured's control and that is the exclusive and direct consequence of a sudden, external,

fortuitous event covered by the policy, causing 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 liabilities assumed by **THE CONTRACTOR** in accordance with the provisions of the insured **CONTRACT**.

The number of the **CONTRACT** being covered must appear textually on the policy.

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 herein, **THE CONTRACTOR** must execute at its own expense and in favor of **THE COMPANY** and deliver to the **CONTRACT** Supervisor or Auditor, as the case may be, the policies and guarantees indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" with the compliance of the requirements set forth herein, no later than five (5) calendar days after the signing of the **CONTRACT**, so that they may be reviewed and duly approved by **THE COMPANY**.

PARAGRAPH 2. The guarantees shall textually state as beneficiary: "Transportadora de Gas Internacional S.A. ESP". Likewise, insurance policies must be issued in the format "In favor of 'Empresas de Servicios Públicos ESP'" and must have the respective official receipt of payment of premium and/or certification of payment issued by the insurance company attached, and the general and particular conditions of the policies, limits, exceptions, and deductibles thereof.

For the Non-contractual Civil Liability policy, TGI S.A. ESP. must appear textually as an affected third party and additional insured.

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

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

PARAGRAPH 5: Likewise, when the **CONTRACT** is increased, added to, adjusted, or modified in any way, **THE CONTRACTOR** shall submit to the **CONTRACT** Supervisor or Auditor, as the case may be, within five (5) calendar days following the signing of the **CONTRACT** modification document, the modification of the guarantees, together with the respective official receipt of payment of the costs issued by the insurance company of the corresponding premiums.

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

PARAGRAPH 6. Likewise, when during the execution of the **CONTRACT**, there are contractual novelties, such as the underwriting of the initiation act, suspension act, restart act, and final delivery act, among others, **THE CONTRACTOR** must submit to the **CONTRACT** Supervisor or Auditor, as the case may be, within five (5) calendar days following the signature of the respective contractual novelty document, the respective proof of notification of such contractual novelty before the insurer or the respective modification of the guarantees, together with the official receipt for the payment of the costs, issued by the insurance company of the corresponding premiums, as applicable.

In the event **THE CONTRACTOR** refuses to submit the corresponding policies, notification supports, or modifications, **THE COMPANY** may request them directly from the insurance company. If these generate any cost, it may be discounted from the balances in favor of **THE CONTRACTOR**.

PARAGRAPH 7. The insurance policies may not be terminated early either by **THE CONTRACTOR** or by the issuing entity, including the Insurance Company, without prior written authorization from **THE COMPANY**. In the event of revocation of an insurance policy by the entity that issued it, **THE CONTRACTOR**, as well as the insurance company, shall be obliged 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 liable for the limits, deductibles, exclusions, guarantees, subjectivities, and other limitations and conditions of the **CONTRACTOR's policies**. **THE CONTRACTOR** shall be solely responsible for any deficiencies in the coverage. **THE CONTRACTOR** shall assume any and all deductibles in the insurance policies under its sole responsibility.

PARAGRAPH 9. If **THE CONTRACTOR** does not constitute or does not deliver the guarantees and insurances stipulated, or does not keep the required guarantees or insurances in force and updated under the terms and conditions agreed in this **CONTRACT**, **THE COMPANY** may terminate the **CONTRACT** as it is, without having to recognize or pay any indemnification in favor of the **CONTRACTOR** for this. In this event, **THE COMPANY** reserves the right to contract with a third party, according to the provisions of its Contracting and Performance Control Manual and without prejudice to the legal actions against **THE CONTRACTOR** in default.

PARAGRAPH 10. The insurance company issuing the insurance policies that contemplate the coverage of salaries, legal social benefits, and indemnities accepts that the scope thereof is limited only to the following text "The contracting public service companies will be covered against the breach of labor obligations by the **CONTRACTOR** related to the personnel used in the performance of this **CONTRACT** according to the provisions of Article 34 of the Código Sustantivo del Trabajo." This must be stated on the title page 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 liabilities assumed by **THE CONTRACTOR** as established in the insured contract.

PARAGRAPH 12. The number of the **CONTRACT** being covered shall appear textually on the policy or guarantee.

PARAGRAPH 13: In the event that the currency of the **CONTRACT** is agreed in United States of America Dollars , the value of the guarantees of the **CONTRACT** shall correspond to USD. Notwithstanding, if **THE CONTRACTOR** is unable to contract the guarantees of the **CONTRACT** under these conditions, the value of the guarantees of the **CONTRACT** shall correspond to Colombian pesos, calculated by the TRM of the date of execution of the **CONTRACT**.

On the other hand, if the value of the **CONTRACT** has a component in Colombian pesos and a component in United States Dollars or in another currency different from the Colombian peso, the value of the guarantees of the **CONTRACT** shall correspond to Colombian pesos, calculated by the TRM of the date of execution of the **CONTRACT**.

EXPLANATORY NOTE: In the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", will be indicated precisely the options of guarantees that **THE COMPANY will require**. **THE CONTRACTOR shall NOT constitute those not expressly mentioned**. If in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" a different percentage or time of validity is specified, the provisions of said document shall prevail.

7. OBLIGATIONS OF THE CONTRACTOR

THE CONTRACTOR undertakes to comply with the object and scope stipulated in Section 2 of the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" and especially to comply with the following obligations: **I)** Comply with the provisions of its offer submitted to **THE COMPANY**, in the terms accepted by the same; **II)** Comply with the Contracting and Execution Control Manuals, HSEQ for contractors, the Code of

Ethics of **THE COMPANY**, the Policy of Treatment of Personal Data of TGI S.A. ESP and other procedures of **THE COMPANY and III) All other activities necessary for the full compliance of the CONTRACT.**

If the **CONTRACT** involves the rendering of services or the execution of works at the administrative headquarters or operational facilities of **THE COMPANY**, including the Right of Way, **THE CONTRACTOR** shall attend an initial HSEQ-SOCIAL induction for all the personnel involved in the **CONTRACT**, as a requirement for the start of the activities. For the underwriting of the Final Delivery Act, **THE COMPANY** will require a fulfillment certificate from the Sustainable Development Management or the agency that takes its place, regarding the HSEQ - SOCIAL obligations.

8. AUTONOMY AND INDEPENDENCE AT WORK

THE PARTIES declare that, for the performance of the **CONTRACT**, **THE CONTRACTOR** has absolute freedom and autonomy, being, therefore, exclusively responsible for any labor, civil, or commercial obligations arising from any contract that **THE CONTRACTOR** may enter into with third parties for such performance. **The COMPANY** is also exonerated from any claim for remunerations, salaries, social benefits, incentives, indemnifications, bonuses, fees, etc., agreed upon by **THE CONTRACTOR** for the performance of the **CONTRACT**.

9. QUALITY

The CONTRACTOR declares that it undertakes to apply the policies that **THE COMPANY** has established regarding the quality of the product and/or service to be rendered and the caring of the goods, expressly informing its personnel of them.

10. AUDIT

THE CONTRACTOR expressly agrees 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. COMPLIANCE WITH THE CODE OF ETHICS

THE CONTRACTOR acknowledges, accepts, and guarantees that it has read, understands, adheres to, and will comply with **THE COMPANY's** Code of Ethics, which is an integral part of the **CONTRACT** and is available upon request or may be reviewed at the website: www.tgi.com.co.

THE CONTRACTOR undertakes to conduct itself and ensure that its employees, representatives, and agents conduct themselves during and in connection with the execution of the **CONTRACT** in a manner consistent with **THE COMPANY's** Code of Ethics.

12. COMPLIANCE WITH REGULATIONS ON CONTROL OF MONEY LAUNDERING AND FINANCING OF TERRORISM.

THE CONTRACTOR acknowledges that it is aware of and complies with the Colombian Código Penal and other national regulations related to preventing criminal activities, especially Money Laundering, Illicit Enrichment, Financing of Terrorism, and any other illicit activity. **THE CONTRACTOR** declares under oath, which is understood to be accepted with the execution of the **CONTRACT**, that the resources that make up its equity do not come from Money Laundering, Financing of Terrorism, Drug Trafficking, illegal collection of money, and in general any illicit activity. In this regard, **THE CONTRACTOR** expressly authorizes **THE COMPANY** to cross-check at any time **THE CONTRACTOR's** information with Colombia's binding lists, international and local public lists of persons investigated for Money Laundering or Financing of Terrorism, or with information related to Asset Forfeiture processes.

PARAGRAPH. Whenever the investigation yields positive results, or there is any investigation initiated by the competent authorities for this reason concerning **THE CONTRACTOR**, its partners, its subordinate, or related companies for any reason, its administrators, or any natural or legal person with whom **THE CONTRACTOR** has had any relationship whatsoever, **THE COMPANY** may terminate this **CONTRACT**, without any indemnity in favor of **THE CONTRACTOR**.

13. ANTI-FRAUD, ANTI-CORRUPTION, AND ANTI-BRIBERY POLICY

The CONTRACTOR undertakes that from the underwriting of the **CONTRACT** and during its performance and term, neither it nor its directors, officers, or employees, shall fail to comply with national or international anti-corruption laws.

THE CONTRACTOR undertakes not to engage in any corrupt practices, including, but not limited to: **(i)** Bribery, **(ii)** Extortion, **(iii)** Fraud, **(iv)** Collusion, **(v)** Influence peddling, **(vi)** Money laundering, **(vii)** Financing of terrorism, **(viii)** Misuse of privileged information, and **(ix)** Violations of free and fair competition.

14. CONFLICTS OF INTEREST

THE CONTRACTOR undertakes to avoid any situation that may constitute the materialization of a conflict of interest in accordance with the provisions of **THE COMPANY**'s Code of Ethics. In the event of such a situation arising, it undertakes to make the corresponding declaration to **THE COMPANY** or through the ethics channel, which is available at the website: www.tgi.com.co.

15. PROCESSING OF PERSONAL DATA

THE CONTRACTOR authorizes **THE COMPANY** to, directly or through third parties, process its own personal information and/or that of the persons belonging to the company it represents, for which it guarantees that it has a prior, informed, consented authorization that may be consulted later. Likewise, it guarantees that such information is truthful and, in general, complies with the requirements established in Law 1581 of 2012 and other concordant regulations.

In the event that a third party carries out the processing of personal data on behalf of **THE COMPANY**, it must comply with the obligations set forth in Law 1581 of 2012, especially those of Article 18 of the aforementioned Law.

THE COMPANY shall process personal data consisting of collecting, storing, using, circulating, registering, administering, reporting, processing, using, evaluating, analyzing, confirming, updating, and deleting, under standards of confidentiality, security, transparency, truthfulness, temporality, access, and restricted circulation, with the purpose of **THE COMPANY** registering as suppliers in SAP the persons with whom a **CONTRACT** has been executed and in this way making the payments corresponding to the obligations contracted, keeping a historical list of the **COMPANY**'s suppliers, supervising or intervening in the **CONTRACT**, evaluating the performance of the **COMPANY**'s suppliers and contractors, issuing certifications at the request of the holder, and complying with the other purposes outlined in the Privacy Notice, a document that is available at the website www.tgi.com.co, which **THE CONTRACTOR** declares to have read before granting the authorization.

THE CONTRACTOR declares that it has been informed about its rights as owner of the information, which are recognized in the national regulations, especially those related to: **(i)** Know, update, and rectify their personal data; **(ii)** Request proof of the authorization granted; **(iii)** Be informed, upon request to **THE COMPANY**, about the use that has been made of their personal data; **(iv)** Revoke authorization and/or request the deletion of data when so desired, as long as there is no legal or contractual obligation that prevents it or in those events in which the constitutional and legal principles, rights and guarantees are not respected; **(v)** File complaints before the Superintendence of Industry and Commerce, when their queries, claims, and requests are not resolved within the terms established in the Policy or in the national normative; **(vi)** Access free of charge to their personal data that

has been or is subject to processing; and (vii) refrain from answering questions related to sensitive information, which is that which affects the privacy of the owner or whose improper use may generate discrimination, given that no activity derived from the legal relationship may be subordinated to the provision of such information.

The person responsible for the treatment is Transportadora de Gas Internacional S.A. ESP, located at carrera 9 No. 73-44 3rd floor, Bogotá D.C. Phone: (601) 3138400. E-mail: datospersonales@tgi.com.co.

TGI S.A. ESP's Personal Data Treatment Policy may be consulted on the website www.tgi.com.co.

THE COMPANY reserves the right to modify its Personal Data Processing Policy and Privacy Notice. In this regard, any changes will be announced promptly on **THE COMPANY**'s website.

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**, and may 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 conduct itself and ensure that its employees, representatives, and agents conduct themselves during and in connection with the execution of the **CONTRACT** following the provisions of the Sustainability Policy and the Human Rights Policy of **THE COMPANY**.

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

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

THE CONTRACTOR shall comply with and keep up to date its commitment to pay the Integral Social Security System and other parafiscal payments in the pre-contractual, contractual and post-contractual stages, as applicable. For payment purposes, **THE CONTRACTOR** shall attach with the invoice, the proof of payment, and certification issued by the statutory auditor or legal representative, as applicable, in accordance with the requirements of the law, verifying compliance with the payment of the contributions to the General System of Integral Social Security and parafiscal contributions under the applicable regulations. **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** may require concerning the compliance with the legal obligations it is responsible for regarding social security, parafiscal contributions and occupational health of the personnel it employs in Colombia for the performance of the **CONTRACT**, including subcontractors, natural or legal entities.

18. CONTRACTOR'S LIABILITY

THE CONTRACTOR shall be liable for any damages or losses attributable to it during the term of execution of the **CONTRACT** due to its own action, omission, operation, technical error, negligence, or carelessness or that of any of the members of its work team, whether they are workers, agents, contractors or who have any contractual relationship with **THE CONTRACTOR**, whatever the nature of their contract.

THE CONTRACTOR shall be solely responsible for and shall ensure compliance with intellectual property and copyright regulations, as well as other applicable regulations according to the nature of the **CONTRACT**.

In accordance with the provisions of Articles 2341 and 2342 of the Colombian Código Civil, it shall also be responsible for any reparation, legally or judicially ordered, for damage or harm caused to a third party or to the **COMPANY's** personnel on the occasion of the execution of the **CONTRACT**.

19. ASSIGNMENT OF THE CONTRACT

THE CONTRACTOR may not assign its contractual position, nor the rights and obligations derived 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** shall verify the technical, financial, and legal analysis in relation to the requirements of suitability and experience of the Assignee following the provisions of the Contracting and Execution Control Manual.

The assignment made without prior authorization of **THE COMPANY** shall be ineffective and unenforceable.

In the event that after the execution of the **CONTRACT**, **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, it shall be obligatory to assign it to the contractor expressly authorized by **THE COMPANY** or terminate the **CONTRACT** early, provided there is express written authorization from **THE COMPANY**.

The Assignee shall submit to the Supervisor or the Auditor, as the case may be, within five (5) working days following the authorization of the Assignment by the **COMPANY** the guarantees indicated in "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", so that they may be duly reviewed and approved by the **COMPANY**. In any case, the authorization of the Assignment by **THE COMPANY** shall be subject to a suspensive condition that shall be verified with the approval by **THE COMPANY** of the guarantees agreed upon in the **CONTRACT**.

PARAGRAPH. In the event of a supervening inability based on the provisions of paragraph j) of numeral 1 of Article 8 of Law 80 of 1993, as amended by Law 2014 of 2019, or if the **CONTRACTOR** has been administratively sanctioned for acts of corruption, the **COMPANY** reserves the right to unilaterally advance the assignment with prior justification, without any compensation to the unfit **CONTRACTOR**, and shall be in charge of determining the **CONTRACT** assignee. This fact is considered a contractual novelty. Therefore **THE CONTRACTOR** (Assignor) undertakes to inform the Insurer(s) or guarantor financial institution(s) to obtain from them the proof of knowledge that must be submitted for review by **THE COMPANY** within the terms indicated in the guarantees clause of this **CONTRACT**. Likewise, **THE CONTRACTOR** (Assignee) shall submit the updated guarantees derived from the Assignment in accordance with the terms and conditions of this **CONTRACT**. In any case, **THE COMPANY** will carry out the corresponding actions before the competent authorities.

20. SUPERVISION OR AUDITING

The supervision or auditing of the **CONTRACT** shall be exercised by the person informed in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", or by the person designated by the **COMPANY's** Contracting Officer. The Supervisor or the Auditor, as the case may be, shall be in charge of carrying out the follow-up activities of 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 the **CONTRACT**. **THE COMPANY** reserves the right to vary the figure of control of the execution of the Supervision or Audit Contract.

21. ENFORCEMENT PENALTY CLAUSE

THE PARTIES expressly agree that in case of default and/or partial noncompliance with the obligations set forth in this **CONTRACT**, **THE COMPANY** shall proceed to initiate the procedure to effectuate the respective enforcement in order to compel the **CONTRACTOR** to comply with its obligations and, therefore, proceed during the term of execution of the **CONTRACT**. The events of noncompliance are classified as follows: a)

Noncompliance with the work schedule: in case of noncompliance with the terms established in the schedule or work plan, and without any requirement being necessary, **THE CONTRACTOR** shall pay **THE COMPANY** zero point five percent (0.5%) of the value of the **CONTRACT**, for each day of delay until the noncompliance 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 any requirement being necessary, **THE CONTRACTOR** shall pay **THE COMPANY** zero point one percent (0.1%) of the value of the **CONTRACT** for each day that elapses and the noncompliance or default continues 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 upon between **THE CONTRACTOR** and **THE COMPANY**, with a penalty of 1 minimum monthly salary in force (1 SMMLV) in Colombia for each day that elapses and the noncompliance or delay persists.

PARAGRAPH 1. In any case, the total value of the amounts to be discounted for the application of the penalty clause 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 default is equal to ten percent (10%) of the value of the **CONTRACT**, in the same default proceeding **THE COMPANY** may terminate the **CONTRACT** due to its default. This clause does not constitute an estimate of damages, for which reason **THE COMPANY** may additionally request the monetary penalty clause and, if applicable, the payment of any 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 enforcement penalty clause, **THE COMPANY** shall communicate to the **CONTRACTOR** in writing the occurrence of the situations that give rise to the noncompliance and shall require its normalization, under penalty of applying the penalties agreed in the **CONTRACT**. For such purpose, said communication shall grant a term of five (5) business days following its receipt so that **THE CONTRACTOR** may comply with its obligations, submit written explanations or clarifications, and/or propose the mechanism to normalize the execution of the **CONTRACT**. After analyzing the **CONTRACTOR**'s response and/or the supporting documentation regarding the alleged default, **THE COMPANY** shall respond in one of the following ways: (i) Ratifying the default and applying the amount agreed upon in the enforcement penalty clause as from the date **THE CONTRACTOR** receives the notice of the commencement of the penalty. (ii) Deciding not to apply the enforcement penalty clause. (iii) Deciding not to apply the enforcement penalty clause because it considers it feasible to implement an action plan to remedy the noncompliance. In this case, within five (5) business days following receipt of the response issued by **THE CONTRACTOR**, the **CONTRACT** Supervisor or Auditor, as the case may be, and **THE CONTRACTOR** shall formulate an action plan containing the schedule and activities to remedy the noncompliance. In the event that within the established term, the joint formulation of the action plan is not achieved or is not appropriate, **THE COMPANY** may proceed with the discount, under the terms of subparagraph (i). In the event that, once the action plan has been implemented, the **CONTRACT** Supervisor or Auditor, as appropriate, verifies that the non-compliance with the obligations and/or the schedule established in the action plan persists, the enforcement penalty clause shall be applied. During the period in which the procedure referred to in this paragraph is being 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 enforcement penalty clause does not constitute an estimate of damages for the noncompliance or default thereof. For this reason, **THE COMPANY** may additionally request the monetary penalty clause referred to in the following clause and, if applicable, the payment of any other damages that may have been caused in accordance with the law. **THE COMPANY** may offset the amounts in favor of the **CONTRACTOR** with the value of the penalty clauses, including the enforcement 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 amounts resulting from the application of the enforcement penalty clause, they shall be charged to the compliance protection of the respective policy or guarantee.

PARAGRAPH 4. The procedure established for the enforcement penalty clause shall apply to deductions or withholdings for nonpayment of labor claims and withholdings for taxes or those operating by operation of law by virtue of the provisions of Clause 26. *Compensation and Right of Retention*.

PARAGRAPH 5. THE CONTRACTOR expressly admits with the signature of the **CONTRACT** that the decision shall constitute full proof of the **CONTRACTOR**'s default 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 enforcement title.

22. MONETARY PENALTY CLAUSE

In the event of a breach of the obligations set forth in the **CONTRACT** by the **CONTRACTOR**, the latter shall pay to the **COMPANY** as a monetary penalty clause a sum 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 **COMPANY**'s legal standing to claim full compensation for the damage caused in excess of the value of the monetary penalty clause, or to demand compliance with the principal obligation.

PARAGRAPH 1. In order to guarantee due process in the application of the monetary penalty clause, **THE COMPANY** shall communicate to the **CONTRACTOR** in writing the occurrence of the noncompliance, stating the facts on which it is based and the initiation of the procedure for the application of the monetary penalty clause. From the date on which the occurrence of the noncompliance is notified, **THE CONTRACTOR** shall be granted a term of five (5) business days from the date of receipt of the notice of initiation of the procedure for the application of the monetary penalty clause to provide written explanations or clarifications as the case may be. After analyzing **THE CONTRACTOR**'s response and/or the supporting documents regarding the alleged noncompliance, **THE COMPANY** shall respond to **THE CONTRACTOR** in one of the following ways: (i) Ratifying the noncompliance and applying the amount agreed within the monetary penalty clause (ii) Deciding not to apply the monetary penalty clause. **THE CONTRACTOR** expressly admits with the signature of the **AGREEMENT** that the decision shall constitute full evidence of **THE CONTRACTOR**'S default 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 enforcement title. During the period in which the procedure is being carried out, **THE COMPANY** may retain the balances in favor of the **CONTRACTOR**. Once the procedure described above has been exhausted, and the application of the monetary penalty clause is found to be appropriate, **THE COMPANY** shall proceed to make it effective, which shall be materialized with the communication informing **THE CONTRACTOR** of the financial balance of the **CONTRACT**, after the deduction, compensation, and/or discount corresponding to the monetary penalty clause has been applied.

PARAGRAPH 2. If there are no balances in favor of the **CONTRACTOR** to deduct the amounts resulting from the application of the monetary penalty clause, the same shall be paid against the compliance protection of 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 monetary penalty clause and the enforcement penalty clause.

23. SUSPENSION OF THE CONTRACT

The execution of the **CONTRACT** may be suspended in whole or in part by mutual agreement of **THE PARTIES**. For such purpose, a Suspension Act shall be underwritten between **THE PARTIES** containing the causes of the suspension, the term or condition deemed necessary to overcome the event, and the statements that **THE PARTIES** deem pertinent.

In the event that the suspension is subject to a condition and it materializes, **THE PARTIES** shall proceed to sign a Resumption Act expressly stating the materialization of the condition, the resumption of the term of execution, and the date of ending of the term of execution of the **CONTRACT**.

In the event that the suspension is subject to a term, once the term established in the Act of Suspension is fulfilled, the execution of the **CONTRACT** shall be resumed without the subscription of an Act of Resumption being

necessary unless the causes of the suspension are overcome before the date established in the Act of Suspension, **THE PARTIES** shall sign an Act of Resumption of the **CONTRACT** in which the conditions for the resumption of the **CONTRACT** and the date of completion of the term for the execution of the **CONTRACT** shall be indicated. The 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 otherwise expressly agreed.

This act is considered a contractual novelty, and therefore **THE CONTRACTOR** undertakes to inform the insurer(s) or guarantor financial institution(s) to obtain from them the proof of knowledge that must be submitted for review by **THE COMPANY** within the terms indicated in the guarantees clause of this **CONTRACT**.

24. ORDINARY TERMINATION OF THE CONTRACT

This **CONTRACT** may be terminated, including early termination, for the following causes, without the need for any judicial or extrajudicial declaration:

- a) Due to expiration of the agreed execution term.
- b) By mutual agreement between **THE PARTIES**.
- c) When circumstances exist or arise that fall under the provisions of Colombian law 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) For death or permanent disability of the **CONTRACTOR** that prevents it from performing the contractual object.
- e) By dissolution of the legal entity.
- f) For financial incapacity of the **CONTRACTOR**, which shall be presumed when the **CONTRACTOR** is notified of the order of the opening of the mandatory liquidation proceeding due to corporate insolvency, bankruptcy proceedings are opened, or it is intervened by the competent authority, lateness in the payment of salaries or social benefits of its workers, or it is judicially seized, unless it is the case of the events set forth in the Article 16 of Law 1116 of 2006 and other regulations that modify, add or complement it, in which case, the **CONTRACT** shall not be terminated.
- g) In the event that after the entering into of the **CONTRACT**, **THE CONTRACTOR** incurs in any incompatibility, inability, and impediment set forth in the Contracting and Performance Control Manual of **THE COMPANY** or in conflict of interest, **THE COMPANY** may terminate the **CONTRACT** early.
- h) **THE COMPANY** may terminate the **AGREEMENT** at any time. For this purpose, it shall give written notice to **THE CONTRACTOR** thirty (30) calendar days before the date on which it wishes to terminate, in the event **THE CONTRACTOR** has been hired directly applying any of the causal set forth in **THE COMPANY**'s Contracting Manual. Likewise, in the event **THE CONTRACTOR** loses its capacity as manufacturer, distributor, or exclusive representative in Colombia and such condition has been considered by **THE COMPANY** for direct contracting.
- i) Any others established in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

PARAGRAPH. The events of early termination provided for in this clause shall not entitle **THE CONTRACTOR** to indemnifications or claims of any nature, except for the works or activities that have been executed as of the date

of termination, previously approved by **THE COMPANY**, or the specific agreements made by **THE PARTIES** on the occasion of the termination.

25. TERMINATION FOR CONTRACTOR'S DEFAULT

In development of the autonomy of the private will exercised through the enter into of the **CONTRACT**, **THE CONTRACTOR** accepts and authorizes **THE COMPANY** to terminate the **CONTRACT** in advance, without the need for any judicial or extrajudicial declaration, when any of the following events considered as a breach occurs:

- a) If the total value of the amounts for the Enforcement Penalty Clause 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 according to the conditions or technical specifications of the **CONTRACT**.
- c) If, during the execution of the **CONTRACT**, **THE CONTRACTOR** is included in the OFAC, UN, and/or other equivalent lists.
- d) In the event of any breach of the clauses **10. Audit**; **11. Compliance with the Code of Ethics**; **12. Compliance with regulations on control of money laundering and financing of terrorism**; **13. Anti-Fraud, Anti-Corruption and Anti-Bribery Policy**; **14. Conflict of Interest** and **15. Processing of Personal Data** and **16. Compliance with the Sustainability Policy and Human Rights Policy**.
- e) For any other serious breach by the **CONTRACTOR**, subject to prior 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 term requested by **THE COMPANY**.
- g) When **THE CONTRACTOR** does not comply with the execution requirements set forth in Clause 38. *Contract Execution Requirements* of this document. In this event, upon termination of **THE CONTRACT**, **THE COMPANY** may contract with the bidder that has been ranked second in the order of eligibility (if any) in the contracting process that gave rise to this **CONTRACT**.
- h) The breach of the obligation of Confidentiality of the **CONTRACT**, or the Confidentiality Agreement, or when the **CONTRACTOR** engages in fraudulent behavior or ethical conflicts.
- i) If during the execution of the **CONTRACT**, **THE CONTRACTOR** subcontracts the works object of the **CONTRACT** without prior authorization of **THE COMPANY**.
- j) **THE COMPANY** may terminate the **CONTRACT** in advance without indemnification in favor of the **CONTRACTOR**, in the event that the performance evaluation gives a "Deficient" evaluation.
- k) Any others established in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**".

PARAGRAPH 1. In the event that any of the situations mentioned in the preceding paragraphs occur, the provisions of the monetary penalty clause of the **CONTRACT** 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 utility of the **CONTRACT**, which deprives or diminishes the utility, purpose, interest, result, or benefit for **THE COMPANY**, either because the object of the performance has deteriorated or because the circumstances that motivated entering into the **CONTRACT** have ceased. (ii) The performance of the obligation becomes impossible at the present time, (iii) The breach is generated on the primary or essential object of the **CONTRACT**.

PARAGRAPH 3. For the termination of the **CONTRACT**, the following procedure shall be followed: **THE COMPANY** shall communicate to the **CONTRACTOR** in writing the occurrence of the situations that give rise to the breach and may, at its discretion, determine whether to grant an additional term to allow compliance with the obligation, provided that it is within the term of execution of the **CONTRACT**. In this communication that initiates the termination procedure for default of the **CONTRACT**, **THE CONTRACTOR** shall be granted a term counted from the receipt of the notice to submit the justifications or evidence it deems pertinent to disprove the breach attributed to it, as the case may be. In case **THE COMPANY** is concomitantly advancing the application of any of the penalty clauses outlined in the **CONTRACT**, the communication referred to in the procedure to apply such clauses may exhaust this stage of the procedure as long as it is expressly indicated by **THE COMPANY**. Upon receipt of a response or upon expiration of the term granted by the **COMPANY** without receiving a response from the **CONTRACTOR**, the **COMPANY** shall 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** determines to terminate the **CONTRACT**, it may impose the monetary penalty clause provided for in the **CONTRACT**.

26. COMPENSATION AND RIGHT OF RETENTION

With the underwriting of the **CONTRACT**, and without any additional authorization, **THE CONTRACTOR** expressly authorizes **THE COMPANY**, at any time during the **contract** and until its liquidation, to withhold the sums of money it owes **THE COMPANY** for any reason whatsoever, whether they come from: the effective application of the enforcement or monetary penalty clauses; 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 due to actions, omissions, or non-compliance of **THE CONTRACTOR**, or any sum of money that **THE COMPANY** has assumed and in which **THE CONTRACTOR** was a debtor due to the **CONTRACT** and the obligations it is responsible for; for example, the payment of premiums for the contractual guarantees or modifications thereto, payments to subcontractors or workers, the repair of property belonging to third parties, among others. The right of retention shall be exercised until **THE CONTRACTOR** effectively complies with the obligation and/or credit to its charge, that is, until it agrees to comply with the agreement, within the terms established in the **CONTRACT** or otherwise, within the term established by **THE COMPANY** through the Auditor or Supervisor of the **CONTRACT**, as the case may be, or the Contracting Officer, as the case may be. Likewise, **THE CONTRACTOR** authorizes **THE COMPANY** to compensate, deduct, and/or discount, from the withheld amounts, what **THE CONTRACTOR** owes after evaluating the explanations that **THE CONTRACTOR** submits, and when the execution of the obligation and/or credit is pending. **THE CONTRACTOR** shall be notified by **THE COMPANY** at the time it becomes effective.

PARAGRAPH. THE CONTRACTOR waives any judicial or extrajudicial requirement to be constituted in default. Notwithstanding the foregoing, **THE COMPANY** shall communicate to **THE CONTRACTOR** any event that in its opinion may activate the right of retention, so that **THE CONTRACTOR** may state the reasons that caused it and reach the appropriate agreements. If after five (5) business days from the date on which **THE COMPANY** notified **THE CONTRACTOR** of the obligation and/or outstanding credit and **THE CONTRACTOR** has not complied with its obligation and/or credit, it has not accredited circumstances that justify the fact, or if the reasons are not received by **THE COMPANY**, the latter shall justify it and shall proceed to make the corresponding deductions, compensations or discounts. The foregoing, without prejudice to the special procedure established for penalty clauses which shall be applied preferably in the event of a total or partial breach of the **CONTRACT**.

27. TAXES

The taxes caused on the occasion of the underwriting and execution of the **CONTRACT** shall be borne by whoever, following the regulations in force, is considered the taxpayer of the respective obligation. Strict compliance with the formal duties associated with the taxes arising from the execution and performance of the **CONTRACT** and the practice of the withholdings that may be applicable shall be the responsibility of the party that is obliged to do so, as provided for in the regulations in force. **THE PARTIES** undertake to provide the information and necessary supporting documentation for the correct determination of their tax obligations.

28. DIRECT SETTLEMENT

THE PARTIES agree that in the event that differences arise between them due to or in connection with the **CONTRACT**, they shall seek direct settlement processes, such as direct negotiation or conciliation. For this purpose, **THE PARTIES** shall have a term of thirty (30) working days from the date on which either of them makes a request to that effect to the other party. This term may be extended by mutual agreement. If, after the direct settlement stage, **THE PARTIES** do not reach an agreement, all eventual differences arising from the **CONTRACT** shall be submitted to the competent judges in the Republic of Colombia in accordance with Colombian laws.

29. APPLICABLE LAW

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

THE PARTIES agree that if in any of the conditions of the **CONTRACT**, texts appear in a language other than Spanish, the Spanish version shall govern.

30. DISQUALIFICATIONS AND INCOMPATIBILITIES

THE CONTRACTOR declares that it is not within the incompatibilities and disqualifications provided by law for the execution of the **CONTRACT**. Likewise, it declares that it is not in a conflict of interest that prevents the underwriting of the **CONTRACT** due to having an employment relationship with **THE COMPANY** or being a spouse, permanent partner, or partner and the persons who have a kinship relationship up to the second degree of consanguinity, second degree of affinity or first civil relationship with the workers of the **COMPANY**, of the managerial, advisory, executive levels, or with the members of the Board of Directors, or with the persons who exercise the internal or fiscal control of the **COMPANY**.

If any of the aforementioned relationships exist or come to exist during the performance of the **CONTRACT**, **THE CONTRACTOR** shall assign them to whomever **THE COMPANY** expressly authorizes.

31. INDEMNITY

By virtue of the obligations acquired by means of the **CONTRACT**, **THE CONTRACTOR** shall defend and hold harmless **THE COMPANY**, as well as its employees, agents, advisors, and contractors, from any claim, action, obligation, complaint, legal process, claim for any type of liability for any cause attributable to **THE CONTRACTOR** or to the activity performed by **THE CONTRACTOR** and the assets it owns, including any person employed or hired under any modality, in connection with the performance of the **CONTRACT**. **THE CONTRACTOR** undertakes to indemnify **THE COMPANY** and to respond for any sum of money or indemnity caused by this concept.

32. INTEGRITY AND DIVISIBILITY

The **CONTRACT** is concluded with the signature of **THE PARTIES** in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", being understood as **CONTRACT** the document comprising the present document called "**GENERAL CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES - VERSION N 10**" and the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", duly filled in, and they may not be separated nor be valid individually considered. In the event that in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", there is a clause or stipulation different or contrary to the provisions of the "**GENERAL CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES - VERSION N 10**", the provisions of the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**" shall prevail. If any provision of the **CONTRACT** is ineffective, null, non-existent, or unenforceable under the laws of the Republic of Colombia, the remaining provisions shall not be deemed invalid unless the **CONTRACT** cannot be performed without the ineffective, null, non-existent, or unenforceable provision.

33. CONTRACT DOCUMENTS AND ANNEXES

The different policies, codes, and documents related to this **CONTRACT**, the Contracting and Execution Control Manual of **THE COMPANY**, the documents, annexes, and communications of the contracting process carried out, and the annexes indicated in the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**", are an integral part of the **CONTRACT**.

All the documents that are part of the **CONTRACT** obligate and bind **THE PARTIES**, and therefore, any provision or mention contained therein shall be binding as if it were contemplated in the **CONTRACT**. In case of contradiction between them, the stipulations contained in the **CONTRACT** shall prevail, and in all matters not foreseen therein, the rules of interpretation of contracts governed by the Colombian Civil Code and Code of Commerce shall apply.

PARAGRAPH. THE CONTRACTOR shall keep all documents related to the **CONTRACT** during the term established by the rules on file management and two (2) more years. For such purpose, **THE CONTRACTOR** undertakes to make available to **THE COMPANY** all the documents, including, among others, the accounting books, correspondence, supporting documents, files, and all kinds of information related to the execution of the **CONTRACT**, which facilitate the performance of the audits carried out by the **COMPANY**, oversight and control agencies or competent authorities on the conditions of service delivery and verification of compliance with national and international laws or anti-corruption regulations, including, but not limited to, Law 1778 of 2016 on Transnational Bribery and the guidelines of the Code of Ethics of the **COMPANY**.

34. CONFIDENTIALITY

The CONTRACTOR shall treat the details of the **CONTRACT** privately and confidentially, except in those cases expressly authorized by the **COMPANY** or provided by Law.

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

THE CONTRACTOR must include in its processes and procedures the necessary controls for protecting 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 a compatible format to the **COMPANY** as part of the **CONTRACT** completion procedure.

THE CONTRACTOR undertakes to disclose this Confidentiality Clause among its personnel and Subcontractors engaged for the performance of the **CONTRACT**. If **THE COMPANY** deems it necessary, it may require the signature of a Confidentiality Agreement, in case it is required.

Any type of information and/or documents produced as a result of the execution of this **CONTRACT** is the property of **THE COMPANY**, and therefore its disclosure to third parties or the **CONTRACTOR**'s personnel not directly related to the execution of the **CONTRACT** must be previously authorized by **THE COMPANY**.

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

35. INTELLECTUAL PROPERTY

The trademarks, trade names, industrial property, and copyrights developed under the **CONTRACT** are the exclusive property of **THE COMPANY**. During the term of the **CONTRACT**, the use of the **COMPANY**'s trademarks, commercial names, industrial property, and copyrights may be permitted with prior express authorization to that effect and under the limitations and conditions indicated by the **COMPANY**. Any use that is not previously and expressly authorized shall imply a breach of this **CONTRACT**. **THE CONTRACTOR** shall be responsible for the unauthorized, improper, or incorrect use of the **COMPANY**'s trademarks, trade names, and emblems against third parties and shall be directly liable if this occurs.

36. RESPONSIBILITY FOR INFORMATION SECURITY

In the event **THE CONTRACTOR** needs to connect to the network or access the **COMPANY**'s applications or information during the performance of the **CONTRACT**, it undertakes to appropriately protect the **COMPANY**'s information (in its different formats) to which it has access, both stored and in transit, against threats that may infringe the confidentiality, integrity, and availability thereof, and it agrees to comply with the provisions of the Information Security and Privacy Model (MSPI for its Spanish initials) M-ADI-006 of the **COMPANY** (Annex to this **CONTRACT**). Likewise, it is committed to the use of 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 object of this **CONTRACT** and to work together with **THE COMPANY** in the definition and implementation of the agreed treatment plans. Likewise, in the event that the availability, integrity, or confidentiality of the information related to **THE COMPANY** is affected, it shall inform and report the information security incident 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 object of this **CONTRACT**.

37. 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 promptly inform (prior to the execution of activities that may immediately and negatively impact the operation of **THE COMPANY**) and implement disaster recovery plans (DRP) and business continuity plans (BCP), necessary to reduce the negative impacts on the operation of **THE COMPANY** due to interruptions that may occur in the processes, people, infrastructure or technology related to the goods and services subject of this **CONTRACT**.

In these cases, it is the **CONTRACTOR**'s duty to periodically inform **THE COMPANY** of the risks of interruption related to the service object 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 business continuity and disaster recovery obligations to third parties directly or indirectly related to the performance of this **CONTRACT**.

38. CONTRACT PERFORMANCE REQUIREMENTS

In order to start the performance of the **CONTRACT**, the following is required: (i) The underwriting between **THE PARTIES** of the "**SPECIFIC CLAUSES FOR CONTRACTS UNDER 200 MONTHLY MINIMUM SALARIES**"; (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 underwriting of the Start Act, if applicable; and (iv) The underwriting of the Start Act of the **CONTRACT**, if applicable; and (v) The other requirements outlined in the **CONTRACT**. The requirements for the performance of the **CONTRACT** shall be handled through the **CONTRACT** Supervisor or Auditor, as the case may be, or through the person designated by **THE COMPANY** in their stead.

39. MODIFICATIONS

The **CONTRACT** may only be modified by mutual agreement of **THE PARTIES'** legal representatives or the authorized representatives to contract. All modifications must comply with the requirements and approval instances established by the Contracting and Execution Control Manual of **THE COMPANY**, must be duly agreed upon by **THE PARTIES**, must be in writing, and without such formality, shall be deemed non-existent. In any case, the guarantor must be informed of the modifications.

40. DECLARATIONS, AUTHORIZATIONS, AND CONSENTS OF THE CONTRACTOR

By signing the **CONTRACT**, **THE CONTRACTOR** reiterates its free and express consent and authorization, granted with the submission of its bid, in connection with its commitment to comply with the Policies established by **THE COMPANY** and the Colombian legislation, in matters of: (i) Authorization for the treatment of Personal Data; (ii) Compliance with the Rules on Transnational Bribery, Anti-Corruption, Control of Money Laundering, Financing of Terrorism, and Proliferation of Weapons of Mass Destruction; (iii) Responsibility for Occupational Health and Safety included in the HSEQ Manual for Contractors; (iv) Social and Environmental Responsibility included in the HSEQ Manual for Contractors; (v) Compliance with the **COMPANY's** Code of Ethics; (vi) Compliance with the Sustainability Policy and Human Rights Policy; (vii) Policy on the Handling of Weapons, Drugs, Liquor, Protocol of entry to the Facilities, provided for in the Strategic Road Safety Plan of **THE COMPANY**; (viii) Information Security Regulations of **THE COMPANY**; and (ix) Declaration under oath that it is not subject to any Inabilities or Incompatibilities established in the Political Constitution and the law, nor in Conflicts of Interest due to a labor, commercial, or family relationship with **THE COMPANY**.

41. COMMUNICATIONS

All communications and requests arising between **THE PARTIES** in connection with the **CONTRACT** shall only be effective if they are sent through the **CONTRACT** Supervisor or Auditor, as applicable, and the **COMPANY's** Contract Officer, and must be made in writing, either by physical document or by e-mail, to the registered office of each party and the contact information provided by each one. Each of the communications that **THE COMPANY** sends to the **CONTRACTOR** shall indicate the term in calendar days to respond to the same, which shall be 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.