

## Form 1

**AGREEMENT TO GUARANTEE THE OBLIGATIONS OF THE PARENT COMPANY OR MEMBER OF THE BUSINESS GROUP TO WHICH THE DECLARANT BELONGS**

By means of this document, \_\_\_\_\_ (name of the parent company and/or member of the business group) in our capacity as the Parent Company and/or member of the business group of **the DECLARANT** (indicate name of the ) \_\_\_\_\_, hereby express our interest in participating in the prequalification process being conducted by **THE COMPANY** for the following category(ies) at the XXXXXXXXXXXXX class level / or product (indicate code and description): (list the category code and description).

We further declare that:

We are aware that, within the framework of the prequalification process, technical (experience) and/or financial (financial statements) information may be submitted through the parent company and/or members of **the APPLICANT's** business group; therefore, we accept the **APPLICANT's** submission of the information detailed below:

(List the documents that will be used to verify the eligibility requirements for prequalification...)

The foregoing is for the purpose of verifying technical and/or financial requirements within the framework of the prequalification for the aforementioned category.

We are aware of the document titled "Liability Agreement," which forms an integral part of this Form and, in turn, of the prequalification process, and we agree to sign it in the presence of (indicate the name of **the APPLICANT**) \_\_\_\_\_.

Therefore, by signing this form unconditionally and irrevocably, we affirm our support for the commitments, obligations, and, in general, any activity in which \_\_\_\_\_ (the **APPLICANT**) is responsible for and/or that arise from the **APPLICANT's** participation in this prequalification process. Furthermore, we declare that the information provided is true and reliable for the purpose of verification.

Signature:

\_\_\_\_\_  
Name of the legal representative of the parent company or of the member of the business group of the declarant

\_\_\_\_\_  
ID number of the legal representative of the parent company or the member of the business group of the declarant.

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## AGREEMENT TO GUARANTEE OBLIGATIONS

The following persons hereby enter into this Agreement:

The third party or parties [parent company, subsidiary, or company controlled by the parent company of the individual **DECLARANT** that meets the technical and/or financial requirements (insert name of the parent company, subsidiary, or company controlled by the parent company of the declarant), a [company—specify legal form], with its registered office at [specify] and represented by [specify name of legal representative] (hereinafter **THE THIRD PARTY**); and, **GRUPO DE ENERGÍA DE BOGOTÁ** (hereinafter **THE COMPANY**), \_\_\_\_\_.

### WHEREAS

1. That, **THE COMPANY**, on the date \_\_\_\_\_ opened the prequalification process to be considered for inclusion on the list of prequalified bidders for potential selection processes in accordance with the selection procedures set forth in THE COMPANY's Procurement and Execution Control Manual.
2. That, in accordance with the terms and conditions set forth in the GUIDE FOR SUPPLIER PREQUALIFICATION, applicants may demonstrate the technical and/or financial requirements of their (i) parent company, (ii) companies controlled by the bidder, or (iii) companies controlled by the **SUPPLIER's** parent **company**, provided that this Agreement is signed by the holder of the credentials or experience provided to demonstrate compliance with the respective requirements.
3. That, in accordance with the provisions of **THE COMPANY** in the GUIDE FOR THE PRE-QUALIFICATION OF SUPPLIERS, this Agreement must be submitted signed together with Form 1 "DECLARATION OF THE PARENT COMPANY OR MEMBER OF THE BUSINESS GROUP TO WHICH THE APPLICANT BELONGS."

### AGREEMENT

1. **Purpose of the Agreement**
  - (i) By this document, **THE THIRD PARTY** shall be irrevocably and unconditionally liable—that is, without the right of set-off—for the **DECLARANT's** fulfillment of **its** obligations regarding the submission of information at the prequalification event and for those obligations arising from the technical and/or financial requirements for prequalification. Likewise, **THE THIRD PARTY** shall be liable for any damages caused by THE **APPLICANT** to THE **COMPANY**, particularly those arising from the accuracy of the information provided, which may mislead THE **COMPANY** in its decision-making during the prequalification stage, and those related to financial insufficiency

that may cause harm to THE COMPANY in subsequent contracting processes in which the **APPLICANT** is invited to participate based on the financial information provided during the prequalification event.

- (ii) Since this liability is irrevocable and unconditional, it remains in effect until all of the **DECLARANT's** obligations have been fulfilled.
- (iii) In the event of a breach by **the DECLARANT, THE THIRD PARTY** shall be jointly and severally liable upon simple request by **THE COMPANY**, in accordance with the provisions of Clauses Two and Eight of this document.

## 2. Effectiveness and Validity

By signing this agreement, **THE THIRD PARTY** becomes the principal guarantor of the obligations arising from the prequalifications in which the **DECLARANT** is participating.

This agreement shall remain in effect unconditionally, irrevocably, and enforceably until the **APPLICANT's** obligations to **THE COMPANY** have been fully fulfilled to the Company's satisfaction and have been extinguished, including any modification or extension of the obligations or their performance period, or until the signing of the document titled "*Declaration of the Parent Company or Member of the Business Group to Which the Bidder Belongs*" which must be signed during the Selection Stage in subsequent procurement processes in which the **APPLICANT** is invited to participate and where the intent is to verify eligibility requirements already evaluated in the categories subject to prequalification.

This Agreement shall be effective in the event of a breach of the obligations or activities incumbent upon the **DECLARANT** related to the categories subject to prequalification and/or in the event that the **DECLARANT** has caused damages and/or losses to THE COMPANY. In such cases, the third party or parties [parent company, subsidiary, or company controlled by the **DECLARANT's** parent company] shall be jointly and severally liable to the **Company** upon simple request by THE COMPANY.

**THE THIRD PARTY** may not excuse itself from fulfilling its obligations under this Agreement by claiming that **THE COMPANY** may resort to other judicial or extrajudicial remedies or that **THE COMPANY** has the ability to mitigate or avoid the damages and/or losses caused by the **DECLARANT's** breach.

This Agreement shall remain in force and enforceable until the statute of limitations expires on any claims by **THE COMPANY** or **THE DECLARANT** arising from the Contract, provided that no lawsuit has been filed.

If lawsuits are filed, regardless of who initiates them, the term of this Agreement shall continue until the decision regarding the last of the lawsuits becomes final.

## 3. Amount

The amount of this Agreement is undetermined, as it will depend on the amounts of the Guaranteed Obligations and provided that **THE THIRD PARTY** fulfills its commitment contained herein.

#### 4. Performance

**THE THIRD PARTY** shall directly fulfill the **DECLARANT's** unfulfilled obligations and shall be liable for any damages and/or losses caused by the **DECLARANT**, within the strict deadline established by **THE COMPANY** in the written notice sent to **THE THIRD PARTY** to give effect to this Agreement.

In said written notice addressed to **THE THIRD PARTY**, **THE COMPANY** shall include a statement declaring that **THE CLAIMANT** has breached its obligations, specifying the obligations breached and/or, if applicable, the number of damages incurred. Such notice shall be deemed a formal demand by **THE COMPANY** for the payment of any amounts due.

**THE THIRD PARTY** shall pay all costs incurred by **THE COMPANY** in enforcing this Agreement.

Any error or delay on the part of **THE COMPANY** in exercising any of its rights shall not constitute an impediment or waiver of its right to correct such error or delay and thereby enforce said right.

#### 5. Continuity

All of the **THIRD PARTY's** obligations contained in this document shall be enforceable against both the **THIRD PARTY** and the companies into which it is transformed and/or that result from any transformation, spin-off, merger, or absorption. This must be provided for in the documents implementing such transformations, spin-offs, mergers, or acquisitions; otherwise, this Agreement may be immediately enforced by **THE COMPANY**, without prejudice to any claim for damages that may be incurred.

#### 6. Integrity

By signing this document, **THE THIRD PARTY** accepts as its own all obligations assumed by **THE DECLARANT** pursuant to the **prequalification process**. Consequently, **THE THIRD PARTY** agrees to participate fully in the prequalification process and to be fully bound by its provisions.

#### 7. Assignment

**THE THIRD PARTY** shall not assign or delegate the obligations arising from this document without the prior written consent of **THE COMPANY**; any assignment or delegation that does not have such consent shall be deemed invalid between the parties (**THE COMPANY**, **THE APPLICANT**, and **THE THIRD PARTY**) and vis-à-vis other third parties.

#### 8. Special Representations by the Third Party

Existence: **THE THIRD PARTY** is a [*insert legal form*] duly incorporated under the laws of [*insert*], is currently in existence, and has not filed for nor is it, under the law of the jurisdiction of its incorporation, subject to any grounds for insolvency, composition, bankruptcy, receivership, restructuring, and/or any other measure that, under the applicable law in [*insert*], could result in the short, medium, or long term in the dissolution and/or liquidation of the Guarantor, or the cessation of payments to third parties.

Authority: *[insert name of the person signing the Agreement]* has the necessary corporate authorizations under the Third Party's articles of incorporation to execute this Agreement; such authorizations are attached hereto together with a certificate of existence and legal representation (or its equivalent under the Third Party's jurisdiction of incorporation).

No Breach: This Agreement is a valid and enforceable commitment on the part of the Third Party. It does not violate any corporate document of the Third Party or any existing contract binding upon the Third Party. Nor does it violate any law applicable to the Third Party.

Specialized Legal Advice: Given that this Agreement is governed by Colombian law or Guatemalan law (as applicable), the Third Party has had access to qualified legal counsel with knowledge of Colombian law or Guatemalan law (as applicable) or has relied on qualified internal counsel with knowledge of Colombian law or Guatemalan law (as applicable) and is therefore able to make the representations contained in this Agreement and execute it with full understanding of the scope of the agreed-upon obligations.

Neither the Third Party nor its representatives, shareholders, board members, nor other executive employees are subject to any grounds of incompatibility or disqualification from signing this Guarantee as a joint guarantor under the terms of Colombian law or Guatemalan law (as applicable), which implies that the Guarantor, subject to the provisions of this Agreement, undertakes to carry out and complete each and every one of the activities and obligations arising from the purpose of the Agreement, such that it shall also be jointly and severally liable to the Beneficiary for any damages and/or losses caused by the **DECLARANT**, without any limitation.

BY ASSUMING JOINT AND SEVERAL LIABILITY FOR THE **DECLARANT, THE GUARANTOR** acknowledges and agrees that it has no right to invoke the right of exculpation or any other benefit granted to non-joint and several guarantors. Consequently, the Third Party shall be bound by the terms of this document and by Colombian law or Guatemalan law (as applicable) to be jointly and severally liable for the fulfillment of the obligations in which THE COMPANY is the creditor or for any damages and/or losses caused by the **SUPPLIER**.

## **9. Governing Law**

This Agreement and the obligations arising therefrom shall be governed by and construed in accordance with Colombian law or Guatemalan law (as applicable).

## **10. Mandatory signing of the specific agreement for the competitive process.**

Notwithstanding the signing of this document, the **DECLARANT** and its **GUARANTOR**, should they participate in any selection processes, must sign the corresponding **GUARANTEE AGREEMENT** as part of such processes.

## 11. Notifications

All communications regarding this Agreement must be in writing and sent by fax, email, or certified mail to the following addresses:

(i) TO GRUPO ENERGÍA BOGOTÁ S.A. E.S.P.; ENLAZA GRUPO ENERGÍA BOGOTÁ S.A.S. E.S.P.; TRANSPORTADORA DE GAS INTERNACIONAL S.A. E.S.P.; TRANSPORTADORA DE ENERGÍA DE CENTROAMÉRICA, SOCIEDAD ANÓNIMA, or the applicable entity; \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) TO THE THIRD PARTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any changes to these addresses must be reported in writing at least three (3) business days before they take effect.

## 12. Dispute Resolution

The Parties agree that in the event of any disputes arising between them, whether arising from or in connection with the Agreement, they shall seek direct settlement mechanisms, such as direct negotiation or conciliation. To this end, the party requesting direct settlement must do so within thirty (30) business days following the occurrence of the event in question.

In the course of the direct settlement process, the internal procedure defined by **THE COMPANY** shall apply, which shall be communicated to the Third Party by the means previously agreed upon by the parties. If, upon completion of the direct settlement stage, the Parties fail to reach an agreement, all potential disputes arising from the Agreement, with respect to Colombia, shall be submitted to the competent courts in the Republic of Colombia, in accordance with Colombian law.

This Agreement is executed in two original copies of identical content, one of which shall be delivered to THE COMPANY and the other to the **THIRD PARTY**, on the \_\_\_\_ th of \_\_\_, 20XX.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE OF THE GUARANTOR'S AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(NAME OF THE GUARANTOR'S AUTHORIZED OFFICIAL)

**C.C.** \_\_\_\_\_ (TITLE)  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OR BUSINESS NAME OF THE PARENT COMPANY ISSUING THE GUARANTEE)

**Attachments:**

- Certificate of Incorporation, or equivalent document, of \_\_\_\_\_ (NAME OR BUSINESS NAME OF THE PARENT COMPANY ISSUING THE GUARANTEE).
- Certificate of Incorporation, or equivalent document, of \_\_\_\_\_ (NAME OR BUSINESS NAME OF THE GUARANTEED PARTY).
- Copy of the minutes of the Board of Directors meeting and other authorization documents (ONLY IF SUCH WERE REQUIRED) .