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IDENTIFICATION OF THE AGREEMENT: “Agreement to join efforts and resources towards actions for the protection and recovery of the environment in the Colombian Caribbean territory with conservation and restoration actions in compliance with the Biodiversity Loss Compensation Plan of the San Mateo-Mamonal Loop Project, of PROMIGAS S.A. E.S.P.”

This Cooperation Agreement has been entered into by and between:

1. **PROMIGAS S.A. E.S.P.**, organized as a Private Economy Company authorized with NIT 8901055263 and registered address in the city of Barranquilla, hereinafter referred to as “**PROMIGAS**”, represented by **NATALIA ABELLO VIVES**, resident of the city of Barranquilla, identified with Colombian Citizenship ID No. 32.719.466, issued in Barranquilla, acting as Legal Representative and as such authorized to sign this act; and
2. The **PROYECTO TITÍ FOUNDATION**, hereinafter referred to as the **EXECUTING ENTITY**, of recognized suitability, created by the Meeting Minutes of January 20, 2004 of the Associates’ Meeting in Barranquilla and registered with the Barranquilla Chamber of Commerce on January 26, 2004, under Number 10,935 of Book I, represented by Rosamira Regina Rita Guillen Monroy, of legal age, identified with Colombian Citizenship ID No. 32.698.413, issued in Barranquilla (Atlantico) resident of the city of Barranquilla (Atlantico), acting as Executive Director.

The parties hereto have agreed to enter into this Cooperation Agreement, subject to the considerations and clauses set forth herein, because the EXECUTING ENTITY contributes to the conservation of Colombia’s biodiversity with emphasis on the conservation of the Titi Cabeciblanco (*Saguinus oedipus*) and the tropical dry forest ecosystem. In addition, the EXECUTING ENTITY owns private properties in the SFF Los Colorados-El Corchal conservation corridor, within the municipality of San Juan Nepomuceno (Bolívar), an area where Promigas is also carrying out compensation actions for the loss of biodiversity of the San Mateo-Mamonal Loop project, for which the EXECUTING ENTITY is recognized as an ally and strategic partner in fulfilling the compensation commitments for loss of biodiversity to comply with Resolution 805 of 2015.


Promigas carries out compensation actions in properties adjacent to the Los Colorados Fauna and Flora Sanctuary, and requires the incorporation of additional areas to fulfill the compensation plan established in Resolution 805 of 2015, until completing a total of 201.83 hectares.

The Proyecto Tití Foundation owns the Los Clavos and San Sebastián properties, which are intended to increase the conservation area of the adjacent Los Colorados Flora and Fauna Sanctuary, and through this agreement they will be created as natural reserves for civil society, providing conservation areas in 72.76 ha in forest and 20.24 ha in restoration processes, for a total of 93 hectares.

The Agreement is governed by to:

FIRST CLAUSE - SPECIAL CONSIDERATIONS:

The EXECUTING ENTITY is a Non-Profit Organization of recognized suitability, leader and with satisfactory results in the development of its mission and social purpose focused on contributing to the conservation of Colombia's biodiversity with emphasis on the conservation of the species cotton-top tamarin (*Saguinus oedipus*) and the tropical dry forest ecosystem, with experience in the execution of agreements, contracts, works and projects, establishing excellent partnerships locally, regionally and internationally, with which the improvement of business capacities and productive activities of the communities in the area of influence has been promoted, contributing to the development of the region and the conservation of strategic ecosystems in the Colombian Caribbean region.

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The recognized suitability of the EXECUTING ENTITY is based on 16 years of experience in projects that involve environmental education for the care of the ecosystem and species, scientific field research, productive projects for the population that reduce the pressure on species and the ecosystem, and the creation of reserve areas for the conservation of the forest and its species, experiences that have yielded satisfactory results, deserving of national and international recognition, which demonstrate its technical and administrative capacity.

This agreement will allow both parties to strengthen their Biodiversity conservation objectives in the Caribbean region and Promigas to comply with the legal commitments derived from the environmental license of the San Mateo-Mamonal Loop Gas Pipeline project.

The EXECUTING ENTITY, in its Bylaws and Corporate Purpose, contemplates the execution of agreements and the development of projects of a different nature, such as those stipulated herein.

The EXECUTING ENTITY, has expressed its interest in participating with Promigas in this project and also being the executing agency of the Agreement because all the actions are going to be carried out within the properties of its property and that it has the human resources, logistics and protocols so that Promigas can fulfill the obligations established in the compensation plan approved by the environmental authority.

Considering the existence of common purposes, it is necessary to join forces and develop mechanisms of cooperation and technical, logistical and economic support that accelerate and specify the object of this Agreement.

PROMIGAS enters into this Agreement in compliance with the environmental legal obligation of the San Mateo-Mamonal Loop Gas Pipeline project in compensation actions, seeking the best relationship with the communities and authorities in the area subject to the compensation and in accordance with the commitment of caring for Biodiversity established in the environmental policy, to strengthen its corporate image in the areas where the projects will be carried out.

The EXECUTING ENTITY is granted the power to proceed with the execution of the Agreement under the guidance of the PROMIGAS Sustainability and Environment Management and under the approval of the professional that the latter appoints as Contract Manager, and to sign Cooperation Arrangements and/or Agreement Drafts and/or Specific Agreements with any public or private entity to carry out the successful execution and completion of the obligations of Promigas established in the compensation plan.


Based on the foregoing considerations, the Parties enter into this Cooperation Agreement, which is governed by the following Clauses:

SECOND CLAUSE - OBJECT: The object is the execution of an "Agreement to join efforts and resources towards actions for the protection and recovery of the environment in the Colombian Caribbean territory with conservation and restoration actions in compliance with the Biodiversity Loss Compensation Plan of the San Mateo-Mamonal Loop Project, of PROMIGAS S.A. E.S.P.", the specific scope of which is defined in CLAUSE THREE.

In any case, the contribution and obligation of PROMIGAS in this Agreement is of means and not of results, which implies that the sole party responsible for the full and proper execution of the Agreement and its object is the EXECUTING ENTITY, which for this project is the PROYECTO TITÍ FOUNDATION.

THIRD CLAUSE · SCOPE: The scope of this agreement refers to the execution and development of the following items, which are part of the environmental legal compliance and environmental strategy of PROMIGAS and are described below:

1. Carry out the registry (RUNAP) of the Natural Reserves of Civil Society and the formulation of the management plan for the Los Clavos and San Sebastián properties in the municipality of San Juan

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Nepomuceno, Bolivar, and the inclusion of conservation measures that as a whole allow to integrate into the compensation for loss of biodiversity of the San Mateo Mamonal Loop project an area of 93 ha, of which 72.76 ha are found in natural and semi-natural covers such as dense forests, gallery forests and/or secondary vegetation in areas of use for conservation and others for restoration, within a period of 1.5 years.

- a. Fauna characterization: Includes design and implementation of basic characterization routines of fauna (Mammals, Birds, Reptiles) within the RNSC-LTSJ and consolidate information collected in a results report. Sample points, photos, camera trap videos, etc., of the fauna found will be provided.
- b. Flora characterization: Includes design and implementation of routines for characterization of flora in areas of dense forests, gallery forests and secondary vegetation within the RNSC-LTSJ and consolidate information collected in a results report. Sampling points, photos and videos of the flora found will be provided.
- c. The designs must comply with the statistical parameters for the calculation of the sample size for the two components. This monitoring must be carried out in two climatic seasons in the year (dry and rainy) to make the comparison through indicators for fauna and flora as diversity, richness, structure, function, areas and percentage of area for each land cover, fragmentation, similarity, horizontal structure, vertical structure, and absence or loss of emblematic species.
- d. The indicators proposed in the compensation plan for the loss of biodiversity of the San Mateo Loop will be applied and delivered, in relation to fauna and flora and their comparison with those of the project's EIA (Annex 1).
- e. The georeferenced information will be delivered in ArcGIS geodatabase (GDB) file format with the effectively restored areas, the results of the characterization of fauna and flora, and the specific location of the monitoring, taking into account the GDB guidelines of ANLA.


For the monitoring, research or collection permits apply (which must be renewed every two years), which will be the responsibility of the EXECUTING ENTITY.

In any case, to carry out any activity, the approval of the PROMIGAS Contract Manager will always be required.

Quarterly meetings will be held to demonstrate the development of the agreement and its activities, along with the delivery of progress reports of activities.

The EXECUTING ENTITY must deliver the following to PROMIGAS to demonstrate compliance with the compensation plan:

- i. Administrative act with the registration of the RNSC in the Unified Registry of Protected Areas (RUNAP).
- ii. Management Plan of the established RNSC, which must contain the necessary information for each component in accordance with the 2013 civil society guide for the preparation of natural reserve management plans or otherwise the one updated from time to time. The following items should also be developed or included:
 - a. Technical and environmental justification, including the criteria and methodology to determine the conservation and connectivity sites.

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- b. The number of hectares destined for the connectivity of the tropical dry forest ecosystem patches.
2. Carry out actions in active restoration of 20.24 ha through restoration actions with the planting of native species with a survival rate of 98% at year 5 in the Los Clavos and San Sebastián areas in the municipality of San Juan Nepomuceno, Bolivar. Term of 1 year for the establishment and 5 years for the follow-up and maintenance.

Additionally, the following must be provided in the reports:

- a. Technical and environmental justification, including the criteria and methodology to determine the restoration and connectivity sites.
- b. Provide clarity on the ecological restoration, rehabilitation or recovery model to be implemented (for example: enrichment, regeneration nuclei, artificial perches, biological corridor), specifying the list of native forest species, the objective and scope of the activities to be carried out and polygons of each of the implemented strategies.
- c. Indicate the number of individuals per species, height of seedlings, and their origin (clarifying whether the sowing strategy will be carried out through the collection of seeds or purchase of plant material), as well as proposed analysis of the phytosanitary status to ensure the success of the activity.
- d. Location of the area for the restoration (Georeferenced plane and .shp file, indicating municipality, town, property, etc.), following the provisions of the ANLA monitoring Geodatabase, Resolution 2182 of December 23, 2016, of the Ministry of Environment and Sustainable Development.
- e. Semiannual maintenance reports, with the activities carried out and a photographic record of each of them and where the percentages of survival and mortality recorded are evidenced year after year.

For the development and execution of the scope of the Agreement and for all corresponding legal purposes, the EXECUTING ENTITY declares and accepts its full and complete knowledge of:

The obligations of the EXECUTING ENTITY shall be understood to have been fulfilled WHEN ANLA approves the above activities defined in the SCOPE, until this Agreement can be settled and terminated.


The EXECUTING ENTITY will provide all the information required by ANLA to comply with the requirements requested in the administrative acts of environmental monitoring carried out to the Loop San Mateo project, within the framework of compensation for loss of biodiversity.

PROMIGAS will manage in the ANLA the approval of the compensation actions established in the previous paragraphs of this clause, for which, the EXECUTING ENTITY will accept the specifications, conditions, general and special characteristics, and economic and technical budgets of each project.

In the execution planning with respect to each investment and compensation, the execution period agreed for the fulfillment of the obligations may not exceed the term stipulated in the agreement.

Once the work plans and schedules are approved by the Contract Manager of PROMIGAS, the Additional Commitments of the EXECUTING ENTITY must also be fulfilled, applying the principles of transparency, economy, responsibility and other regulations, laws and decrees that may be applicable.

FOURTH CLAUSE. ADDITIONAL COMMITMENTS: The additional commitments arising from this Agreement are the following:

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1. COMMITMENTS OF THE EXECUTING ENTITY

- 1.1 Execute under its sole responsibility the object and scope of this agreement in accordance with the provisions hereof; for which, it will have full technical, administrative and contractual autonomy. Therefore, the EXECUTING ENTITY will be solely responsible for its execution; therefore, it will hold PROMIGAS harmless and defend it.
- 1.2 Submit to PROMIGAS the quarterly progress reports of the execution, as well as the final reports, in the frequency requested based on the schedule delivered, which must be approved by the Contract Manager.
- 1.3 Make the agreed contributions either in kind or in another resource, as established in the Fifth Clause.
- 1.4 Include in the communication strategies of the EXECUTING ENTITY the participation of PROMIGAS, its commitment to the project and the visibility of its investment on these achievements.
- 1.5 Be accountable for the optimal development of the scope of the actions carried out until the Environmental Authorities (CARs and/or ANLA) environmentally endorse the contribution of PROMIGAS for the improvement of the environmental conditions of the area subject of the works.
- 1.6 Inform PROMIGAS in advance of any need to modify the work plan under execution, especially if it is required to make the respective consultation with the Environmental Authorities, in order to verify if the activity to be modified does not conflict with the environmental provisions of these institutions.
- 1.7 Carry out the control and monitoring of the execution of the projects, and report the results to PROMIGAS, as agreed with the Contract Manager.
- 1.8 Monitor and ensure the HSE Aspects, so that the parameters of occupational health, industrial safety, environment and social management that apply to the type of program under development are included.

FIFTH CLAUSE - VALUE AND FORM OF THE CONTRIBUTIONS: The total value of this Agreement, product of the sum of the contributions of PROMIGAS, amounts to SIX HUNDRED TWENTY-SIX MILLION SIX HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED EIGHTY PESOS (\$626,624,680.00) Legal Tender, broken down as follows:

1. Registry (RUNAP) of the Natural Reserve of Civil Society and the formulation of the management plan for the Los Clavos and San Sebastián properties in the municipality of San Juan Nepomuceno, Bolivar: \$30,600,000
2. Characterization of flora and Characterization of fauna: \$164,170,000
3. Active restoration actions in in planting of 20.24 ha with native species in the Los Clavos and San Sebastián properties in: \$127,038,000.
4. Follow-up and maintenance actions for 5 years from the sowing of 20.24 ha with 98% survival to the last year: \$247,850,800
5. Contingency Management Costs of 10%: \$56,965,880

• The **EXECUTING ENTITY** shall provide in kind: Nursery for the production of plant material to carry out restoration actions, additionally the Los Clavos and San Sebastián properties with an area of 93 hectares to carry out actions for the creation of natural reserves of civil society and restoration, which are only for conservation actions, prove private property and are prioritized for the direction of conservation strategies; additionally, it shall make available specialized professionals, physical spaces (offices, physical facilities), furniture and fixtures, transport and administrative support during the development of the agreement.

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FIRST PARAGRAPH: PROMIGAS will deliver the value of the contributions of the Agreement once the signature requirements have been met, as follows:

- a) 30% of the value of the contributions, upon signing the agreement and delivery of the detailed work plan.
- b) 21% of the value of the contributions, with the presentation of a progress report 6 months after the start, evidencing the execution and progress of the commitments in this first period.
- c) 49% of the value of the contributions, in partial installments at the beginning of each yearly period from the second year, with the delivery of the progress reports for the previous period, and according to the percentage of progress in execution provided for in Annex 2 - Schedule and payment method.

GUARANTEE: In each of the payments made, 10% of the value of the contributions will be retained as a guarantee.

The retained value will be returned as follows: upon completion of the characterization activities, management plan, records of the PNN reserves and plantings, scheduled to run the first year, the retained value will be returned in the payments made the first year. The remaining value will be returned at the end of the term of the agreement, with the fulfillment of the established survival percentage, and the receipt of ANLA's approval of the activities carried out.

The value of the contributions will be delivered by PROMIGAS through payment invoices, only in favor of the EXECUTING ENTITY in the following bank accounts in its name:

Current account No. 21500127938 of Banco Caja Social in the name of the TITÍ PROYECTO FOUNDATION.

In turn, THE EXECUTING ENTITY has sufficient resources, in its budget, for the fulfillment of the commitments undertaken in this Agreement, which they agree to invest in accordance with its progress.

SECOND PARAGRAPH: For new projects or increase in scope of any of the actions, from which compensation actions and environmental investment are derived, which are added to the initial scope of this Agreement, the incorporation of additional contributions between the parties may be agreed.


THIRD PARAGRAPH: The environmental activities proposed herein are subject to changes and modifications, in accordance with the determinations made by the respective Environmental Authorities; consequently, there is the possibility of making any changes to follow the guidelines issued by these institutions. Said changes must always be agreed between the Parties by means of an addendum to this Agreement.

SIXTH CLAUSE. -DEADLINE OF EXECUTION AND TERM: The Agreement will have an execution period of SEVENTY-TWO (72) months, from the date of signature of the record of commencement.

The records signed for the execution of the activities determined in the Scope of this Agreement will be subject to termination, which will be effective once the object has been fulfilled, i.e., the purpose sought being fully and satisfactorily executed and completed and all the obligations of the Parties fulfilled, and/or the deadlines expired. At the termination and/or completion stage of each one, a general balance of the Scope of the Agreement or similar document will be prepared and if there are monies contributed either by PROMIGAS or by any other party, the agreed refunds will be made. Finally, at the end of the execution period agreed, the terminations and/or completions of activities will be consolidated and a single settlement of the Agreement will be made, observing the provisions of the immediately preceding paragraph.

PARAGRAPH: The execution of the object and scope of this Agreement will responsibility of the EXECUTING ENTITY, which for this project is the Proyecto Tití Foundation.

SEVENTH CLAUSE- SETTLEMENT OF THE AGREEMENT: Once the term of execution of the Agreement has expired, or the object of the agreement has been completed or terminated in advance, its final settlement will be carried out

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by mutual agreement within the following four (4) months. If the Parties fail to attend the settlement, or no agreement is reached within said term, PROMIGAS may proceed to carry out the settlement unilaterally within the following six (6) months.


PARAGRAPH: If upon termination and settlement of the Agreement there are resources provided by PROMIGAS not executed in its development, the EXECUTING ENTITY of the Agreement undertakes to return them immediately in the corresponding proportion. Failure to do so shall entitle PROMIGAS to resort to legal enforcement, for which the Parties expressly recognize this Agreement and the document containing the settlement to be legally enforceable.

EIGHTH CLAUSE: NO EMPLOYMENT RELATIONSHIP: It is understood that this agreement does not generate any type of employment relationship between the parties and does not give rise to any kind of social benefits. The personnel that the EXECUTING ENTITY uses to carry out the object of this Agreement will have exclusively the nature of workers of the EXECUTING ENTITY, which will be in charge of the payment of salaries, social benefits, employer contributions, as well as the immediate solution of all the labor disputes arising from this agreement. The EXECUTING ENTITY undertakes to affiliate its employees to the integrated social security system - in its pension, health and professional risk systems - and payments of payroll tax obligations, in accordance with the law.

NINTH CLAUSE: HIRE OF PROFESSIONAL SERVICES: In the event that either party hires personal or professional services for the performance of the Agreement, said party will be liable for the obligations arising from this type of agreement. The party that hires professional services will ensure that the contractors are enrolled in the social security system required by Colombian law, such as the Occupational Risk Management (ARP), Health Promotion Entity (E.P.S.), and Pension Funds.

TENTH CLAUSE: CONFIDENTIALITY: The information related to the Project subject hereof that the parties provide or reveal to the other party either in writing, verbally, by electronic or digital means, is confidential and/or privileged. Said information, as well as any copy thereof, including all types of information, notes, data, analysis, opinions, summaries, studies or records prepared for or for the benefit of the Project, which contain or in any way reflect said information, will be referred to hereinafter as "Confidential Information." The parties must keep Confidential Information strictly confidential. In the absence of prior written consent from the disclosing party, Confidential Information may not be disclosed, in whole or in part, to any other person by the receiving party or by the officers, directors, employees, agents or representatives of the receiving party (hereinafter Representatives). Confidential Information must be used exclusively for the effects and purposes contained in this Agreement and for no other purpose. The receiving party or its Representatives may not make use of the Confidential Information for their own benefit or that of a third party. Neither party may publicly announce or disclose in any way the conversations, activities, stages of development of the Project subject hereof, among others, without the prior written consent of the other party. The parties agree that they are liable to the other party for any breach of the provisions hereof by their Representatives. The provisions of this clause shall remain in force even after the termination of this Agreement.

ELEVENTH CLAUSE: INDEMNITY: The EXECUTING ENTITY undertakes to indemnify, defend and hold PROMIGAS, its directors, partners, employees, successors and assignees (hereinafter the "Indemnified Party"), harmless and free from liability, for, including without limitation, any claim, demand, requirement of any person or authority, loss, lawsuit, administrative or judicial proceeding, seizure, payment, judgment, settlement, penalties, fines, enforcement of policies, expense (including, but not limited to legal fees and other legal costs), prejudice, damage, including consequential damages and loss of profits, indirect or consequential damages, moral damages, physiological damages, punitive damages, which have been, or are alleged to have been, directly or indirectly caused or contributed, in whole or in part, to any action or omission, slight, very slight or serious fault, fraud, of an active or passive nature, or caused by or on account of the performance of the obligations hereof or breach of the obligations undertaken hereunder, by the EXECUTING ENTITY or its agents, subordinates, employees, subcontractors or persons who are employed or under the responsibility of the EXECUTING ENTITY.

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TWELFTH CLAUSE: ANTI-BRIBERY AND ANTI-CORRUPTION COMMITMENT. COMMITMENT TO ETHICS. BUSINESS TRACEABILITY. CONFLICTS OF INTEREST. COMPLIANCE WITH THE PROVISIONS OF BUSINESS ETHICS OF PROMIGAS IN ACCORDANCE WITH THE PROVISIONS OF THE LAW AND THE STANDARDS OF THE LAW “FOREIGN CORRUPT PRACTICES ACT (FCPA)”, AND FULFILLMENT OF RULES ON PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING (ML/FT) AND INFORMATION SECURITY.

1. ANTI-BRIBERY AND ANTI-CORRUPTION COMMITMENT: The parties declare to know that ,in accordance with local and international anti-corruption and anti-bribery provisions, the payment, promise or permission for the direct or indirect payment of money or any other element of value to any public servant or government official, political party, candidate, or any person acting on behalf of a public entity when said payment involves the corrupt intention of obtaining, retaining or directing business to any person to obtain an illicit advantage (“Laws on Anti-Bribery and Anti-Corruption of the Public Sector”) is prohibited. In addition, the parties acknowledge the existence of a similar regulation on bribery in the private sector, understood as the bribery of any private person or private company to obtain an undue advantage (“Laws on Anti-Bribery and Anti-Corruption of the Private Sector”).

In consideration of the foregoing, the parties undertake to know and abide by the Anti-Bribery and Anti-Corruption Regulations, refraining from any conduct that violates the aforementioned Anti-Bribery and Anti-Corruption Laws at the local or international level. Failure to comply with the obligation contained in this clause will constitute grounds for the immediate termination of this Agreement, without any breach and without any compensation.


The parties agree that this Agreement is made by reason of the particular qualities of the company and the partners in it, which makes this Agreement intuitive personae. Therefore, the EXECUTING ENTITY undertakes to inform PROMIGAS of any change in the share situation, sale of shares or interest or share quotas of said company. PROMIGAS may terminate this Agreement without giving rise to any compensation when the EXECUTING ENTITY omits this notice, or when the notice is made by the EXECUTING ENTITY the new partner(s) is (are) not considered to be acceptable .

2. COMMITMENT TO ETHICS: The EXECUTING ENTITY understands that PROMIGAS has a Code of Conduct. In turn, the EXECUTING ENTITY declares that (i) it has known and reviewed the Code of Conduct found on the website www.promigas.com and, (ii) by the mere fact of accepting the Agreement, it accepts and agrees that their actions will be subject to the principles indicated therein.

PROMIGAS and the EXECUTING ENTITY undertake to:

- a) Promote a sustainability approach between the parties, in order to build lasting, stable relationships of mutual benefit and shared responsibility.
- b) Maintain appropriate conduct to ensure a transparent and ethical process.
- c) Maintain adequate internal controls.
- d) Know and comply with local and international anti-corruption and anti-bribery provisions.
- e) Have appropriate records and reports in all transactions.
- f) Comply with all relevant laws and regulations.
- g) Report any breach of the PROMIGAS Code of Conduct directly, or through anonymous mechanisms; line - 01800-9120577 and the website www.reportesconfidencialespromigas.com.
- h) Report any conflict of interest or possible conflict of interest to the email conflictsdeinteres@promigas.com

3. BUSINESSES TRACEABILITY: PROMIGAS must trust that the internal control systems of the EXECUTING ENTITY will be adequate to fully and reliably show both the facts and the accuracy of the financial data or of any other order that is submitted to PROMIGAS. In no way is the EXECUTING ENTITY authorized to carry out on behalf of PROMIGAS, any type of act that may give rise to inaccurate or inappropriate records and information regarding assets, liabilities or any other transaction, or that may violate current regulations. Therefore, in the performance of this Agreement,


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the EXECUTING ENTITY will communicate to PROMIGAS, as soon as possible, any information that may come to its knowledge that indicates a deviation in the line of conduct provided in this clause.

4. DECLARATION OF THE EXECUTING ENTITY REGARDING CONFLICTS OF INTEREST:

THE EXECUTING ENTITY, with the signing of this Agreement, undertakes to comply with the PROMIGAS Conflict of Interest Policy and declares under oath the following:

- a. That, until it is known, neither THE EXECUTING ENTITY nor its partners, legal representative(s), directors, members of the board of directors have ties within the fourth degree of consanguinity, second of affinity or by adoption with legal representatives or board members (of PROMIGAS).
- b. That it understands conflict of interest as the situation derived from the impossibility of simultaneously satisfying two interests, namely: of the manager and of the company, either because the interest is of the manager or of a third party through the manager. That is, when there is a personal or commercial interest that interferes or affects independent judgment and objectivity in relation to the best interests of the company.
- c. That it must disclose any possible conflict of interest with the managers of PROMIGAS (members of the Board of Directors and legal representatives), in order to determine if a transaction occurs with a related party.
- d. That it will exercise the greatest care and take all reasonable steps to prevent any actions that could result in a conflict with the best interests of PROMIGAS. This obligation will also be applicable to the activities of the employees, managers, partners or contractors of the EXECUTING ENTITY in their relations with the employees, managers, partners or contractors of PROMIGAS, including family members of employees, managers, partners or contractors of PROMIGAS or any third party within the fourth degree of consanguinity or third degree of affinity, on account of the activities of the Agreement.
- e. That it has studied the above rules and all the necessary factual circumstances to ensure that the EXECUTING ENTITY or its partners, legal representative(s), directors, board members are in compliance with the provisions of this clause or during the participation in the Invitation to present a Technical or Economic Quote, or in the signing of this Agreement its performance, settlement or termination or in any other relationship that it has had or has with PROMIGAS
- f. That if they are in a conflict of interest situation, it was previously, in writing notified to PROMIGAS, disclosed by the EXECUTING ENTITY and known by PROMIGAS, for which their selection was subject to the strict procedure established by PROMIGAS, verifying that the proposal received was to the best interests of PROMIGAS for being the best alternative. Any conflict of interest or possible conflict of interest must be updated or reported to the email conflictosdeinteres@promigas.com
- g. That in the event that THE EXECUTING ENTITY or its legal representative(s), directors or board members are involved at any time in any of the assumptions described in this clause, not having previously given notice of it, the EXECUTING ENTITY authorizes PROMIGAS to terminate this Agreement or any other existing contractual relationship for breach of this duty of information and transparency.
- h. That in their organization there is no current contractual relationship of a labor, civil or corporate nature with officials or former officials, of any hierarchy, including members of the Board of Directors, PROMIGAS and/or related companies, as established in the BASES and, if there is, it must be immediately informed to PROMIGAS, through the Contract Manager or by email conflictosdeinteres@promigas.com
- i. That in if after starting the performance of the Agreement there is any contractual relationship in force as established in the previous paragraph, the EXECUTING ENTITY must inform PROMIGAS immediately upon its completion, in writing addressed to PROMIGAS, through the Contract Manager or by email conflictosdeinteres@promigas.com, stating the date from which said contractual relationship was executed, so that PROMIGAS can determine if it continues with the provision of the services. In the event that PROMIGAS determines that said relationship does not allow the provision of services or constitutes a violation of the standards of ethics or conduct of PROMIGAS, the Agreement will be terminated.
- j. If the contractual relationship existed and was not declared in due time, the EXECUTING ENTITY authorizes PROMIGAS to terminate the Agreement or any other existing contractual relationship for breach of this duty of information and transparency, if PROMIGAS considers it viable.


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5. COMPLIANCE WITH THE PROVISIONS OF BUSINESS ETHICS OF PROMIGAS IN ACCORDANCE WITH THE PROVISIONS OF THE LAW AND THE RULES OF THE “FOREIGN CORRUPT PRACTICES ACT (FCPA)”: With the acceptance of the Agreement, the EXECUTING ENTITY declares, supports and agrees with PROMIGAS AND ITS RELATED COMPANIES (“PROMIGAS”) that, by virtue of the execution of this Agreement and its object (for the purposes of this clause the “Project”), as regards to any action in the development of the corporate purpose of the legal entity of the EXECUTING ENTITY, in Colombia or abroad (for the purposes of this clause, the "development of its corporate purpose"), it undertakes to the following:


- 5.1 the EXECUTING ENTITY declares and asserts that it will comply with the provisions of the Foreign Corrupt Practices Act (FCPA), issued by the United States of America, which is applicable to PROMIGAS, its related companies, contractors and subcontractors, because PROMIGAS shareholders are subject to the provisions of the Foreign Corrupt Practices Act (FCPA), issued by the United States of America. In addition, the EXECUTING ENTITY declares to understand and know that the FCPA is a provision with extraterritorial scope that extends to the legal relationship that arises from the acceptance of this Agreement, despite the fact that this Agreement is governed by Colombian laws.

- 5.2 The EXECUTING ENTITY declares and asserts that it has not carried out or taken part, nor does it have evidence of any kind that any of its owners, main shareholders, board members, executives, employees or any other person working on its behalf (including, without limitation, subsidiaries, affiliates, subcontractors, consultants, representatives and intermediaries) has performed or participated, either directly or indirectly, in:
 - i. A **Prohibited Payment** with respect to the Project or in the development of its corporate purpose, which is defined as any offer, gift, payment, promise of payment or authorization to pay any sum of money or anything of value, either directly or indirectly, to a Public Official, even if it is for the use or benefit of any other person or entity to the extent that someone knows or has a reasonable basis to believe that either all or part of the money or object of value that has been or will be given to such other person or entity shall be paid, offered, promised, given or authorized to be paid by such other person or entity, either directly or indirectly, to a Public Official for the purpose of either: (i) influencing any act or decision of the Public Official in his official capacity, (ii) inducing the Public Official to perform or stop performing any act in violation of his lawful duty, (iii) obtain any undue advantage, (iv) induce the Public Official to use his influence before a government or any of its agencies to affect or influence any act or decision of said government or agency in order to help obtain or contract a business or direct business towards any person.

 - ii. A **Prohibited Transaction** with respect to the Project or in the development of its corporate purpose, the definition of which includes the following:
 - a. Receive, transfer, transport, retain, use, structure, divert or hide the proceeds of any illegal activity, including fraud and bribery of a Public Official;
 - b. Take part or get involved, finance or support financially or otherwise sponsor, facilitate or grant donations to any person, activity or terrorist organization;
 - c. Participate in any transaction or do business in any other way with a person or entity that appears on any list issued by any governmental entity of the United States of America or by the United Nations with respect to money laundering, terrorist financing, drug trafficking or economic or arms embargoes.

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- iii. The EXECUTING ENTITY will carry out and take all reasonable measures to ensure that none of its owners, main shareholders, officials, employees or any other person who works for PROMIGAS on the Project or in the development of its corporate purpose (including, without limitation, its subsidiaries and affiliates, subcontractors, consultants, representatives and intermediaries) do not make, promise or authorize the making of a Prohibited Payment or take part in a Prohibited Transaction, either directly or indirectly, with respect to the Project or in the development of its corporate purpose.
- iv. The EXECUTING ENTITY will immediately report to PROMIGAS any Prohibited Payment or Prohibited Transaction of which it is aware or has reasonable grounds to believe that it has occurred with respect to the Project or in the development of its corporate purpose.
- v. The EXECUTING ENTITY agrees that, if PROMIGAS has any reasonable basis to believe that a Prohibited Payment has been made, promised or authorized, either directly or indirectly, to a Public Official in relation to the Project or in the development of its corporate purpose, or that a Prohibited Transaction has been carried out, in relation to the Project or in the development of its corporate purpose, the EXECUTING ENTITY will cooperate in good faith with PROMIGAS to determine if said infringement occurred by hiring an independent third party in order to investigate the matter and provide a written report of the findings to PROMIGAS and the EXECUTING ENTITY.
- vi. THE EXECUTING ENTITY has not shared or will share, nor has it promised to share or will promise to share, either directly or indirectly, its commissions or other funds that it receives from PROMIGAS or with respect to the Project or in the development of its corporate purpose with any Public Official.
- vii. The EXECUTING ENTITY acknowledges that it has received a copy of the PROMIGAS Code of Conduct and/or has read the PROMIGAS Code of Conduct on the website www.promigas.com, and it agrees that its actions will be subject to the principles indicated in said Code.
- viii. The EXECUTING ENTITY will carry out a due diligence process "Due Diligence", depending on the circumstances, on the reputation of its subcontractors, consultants, proxies or representatives hired to carry out work on the Project or in the development of its corporate purpose or to provide services to the Project or in the development of its corporate purpose.
- ix. The EXECUTING ENTITY agrees, if applicable, that PROMIGAS will reimburse only reasonable expenses for accommodation, meals, travel and other expenses for its employees or expenses incurred on behalf of third parties, as long as they are necessary for the execution of the Project and are backed by third-party invoices, which meet the requirements of the law, real, exact and detailed. PROMIGAS reserves the right to determine what are reasonable expenses in order to be reimbursable.
- x. For the purposes of detecting any possible violation of the Applicable Laws and Regulations, the EXECUTING ENTITY will periodically carry out internal or independent audits, in accordance with its usual commercial practices, (a) of their respective books, accounts and financial records and (b) of the origin of the funds and the origin of the assets sent by THE EXECUTING ENTITY to PROMIGAS by virtue of the Project

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- xi. THE EXECUTING ENTITY agrees that the relevant breach of one or more of the provisions of this clause by the EXECUTING ENTITY ("**Violation of the FCPA**") will be sufficient grounds for PROMIGAS, acting in good faith, and not without first sending a written notice, to totally or partially terminate the Agreement of the EXECUTING ENTITY with PROMIGAS regarding the Project and declare it null and void, in which case the EXECUTING ENTITY agrees that it will lose all right to claim any additional payments owed by virtue of the Agreement, other than payments for services already rendered in accordance with said Agreement, and will also be responsible for any damages in favor of PROMIGAS in accordance with applicable laws. The EXECUTING ENTITY will indemnify and release PROMIGAS from liability for any claims, costs, responsibilities, obligations and damages incurred by PROMIGAS (including, without limitation, for any legal fees that PROMIGAS may hire or employ) as a result of said Compliance Violation.
- xii. The EXECUTING ENTITY declares that it undertakes to immediately report any information it becomes aware of that may indicate either that the FCPA violation has taken place or an improper payment has been made. Additionally, in the development of any assignment carried out by PROMIGAS, it undertakes to allow the right of investigation and audit, in the manner considered appropriate by PROMIGAS to verify compliance with the documented policy and with the FCPA.
- xiii. All the provisions of this clause are substantial and will survive the termination of the Agreement between PROMIGAS and THE EXECUTING ENTITY.
- xiv. The EXECUTING ENTITY will not transfer to third parties the rights and responsibilities that correspond to it according to this Clause, without the prior written consent of PROMIGAS
- xv. If, after the acceptance of the Agreement, PROMIGAS requires the EXECUTING ENTITY to grant a Certification of Compliance with the Foreign Corrupt Practices Act - FCPA, the EXECUTING ENTITY agrees that it will provide to PROMIGAS the Certification of Compliance with the Foreign Corrupt Practices Act - FCPA, at the time required by PROMIGAS. Said certification will be presented following the document that will be provided by PROMIGAS at the time. Said certification must be signed by the legal representative of the EXECUTING ENTITY. In addition, the EXECUTING ENTITY undertakes to deliver to PROMIGAS said certification signed by each of the managers and directors of the EXECUTING ENTITY, as well as by officials, employees, agents or contractors who have any direct relationship with the management or operation of the business of the EXECUTING ENTITY under the Agreement, if PROMIGAS so requires.
- xvi. The EXECUTING ENTITY agrees that full disclosure of information related to this Agreement may be made, at any time and for any reason, to the government of the United States and the government of Colombia and its state agencies or entities, and to any other person that according to the PROMIGAS Corporate Risk and Compliance Management has a legitimate need to know.


6. COMPLIANCE WITH RULES ON PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING: The EXECUTING ENTITY hereby declares that:

- i. It complies with the general and specific regulations on Prevention of Money Laundering and Financing of Terrorism.
- ii. It has not been involved in investigations for violation of laws related to Money Laundering and Financing of Terrorism.

- iii. It has not been sanctioned or any of its shareholders, board members, employees or directors for violation of the laws related to Money Laundering and Terrorism Financing.
- iv. The origin of the resources destined for the development of the object of this agreement does not come from any illicit activity contemplated in the Colombian Criminal Code, as amended.
- v. That the resources come from legal activities and are linked to the normal development of their activities.
- vi. That it has not carried out transactions or operations consisting of or destined to the execution of illicit activities of those contemplated in the Colombian Criminal Code, as amended, or in favor of persons who execute or are related to the execution of such activities.
- vii. It has mechanisms for the prevention and control of money laundering, customer knowledge, detection and reporting of suspicious operations and control of terrorism financing.
- viii. That its shareholders, associates or partners, their legal representatives and board members are not included in the international lists binding for Colombia in accordance with international law, United Nations lists or OFAC lists, being PROMIGAS authorized to carry out the verifications it deems pertinent and to terminate any commercial or legal relationship if it verifies that any of the aforementioned persons is found on said lists.
- ix. That there is no investigation or criminal proceedings for malicious crimes against the legal person it represents or its shareholders, associates or partners, its legal representatives or its board members, being PROMIGAS authorized to carry out the verifications it deems pertinent in databases or national or international public information and to terminate any commercial or legal relationship if it verifies that any of the aforementioned persons have investigations or processes, or if there is information in said public databases that could place PROMIGAS in the face of a legal or reputational risk.
- x. That if it become aware of any of the circumstances described in the two previous paragraphs, it undertake to immediately notify PROMIGAS.
- xi. In all the operations it carries out, it tracks the origin of the resources. In addition, to carry out commercial transactions or of any nature, it verifies that the counterparty is (a) not included in any of the international or local public lists of persons indicated as drug traffickers, terrorists, subject to confiscation and responsible or (b) has seizure measures known in the market for money laundering proceedings.
- xii. It will indemnify and hold PROMIGAS harmless and free from harm for any fine, damage or loss suffered by PROMIGAS due to or on account of the EXECUTING ENTITY's breach of the measures or regulations for the Prevention of Money Laundering and Terrorism Financing.
- xiii. It is aware of the PROMIGAS stipulations concerning the Prevention and Control of Money Laundering and is subject to the Prevention of Money Laundering and Terrorism Financing System applied by PROMIGAS.
- xiv. PROMIGAS may crosscheck at any time the information of the EXECUTING ENTITY it has in its databases with the international and local public lists of people investigated for Money Laundering and confiscation. Whenever the investigation yields positive results, the pertinent decisions will be taken considering the PROMIGAS Policies for the Prevention and Control of Money Laundering and current regulations.
- xv. In addition, when the policies, codes, manuals or requirements of PROMIGAS regarding the Prevention of Money Laundering and Terrorism Financing are breached, or when the risk is, in the opinion of PROMIGAS, not tolerable, PROMIGAS will have the following powers, which it may or may not exercise at its discretion, without any responsibility on its part, and without the obligation to communicate the justification or reason for the decision:
 - a) Request the termination and unilateral settlement of the Agreement,
 - b) Suspend all or some of the payments or obligations established in the Agreement.
 - c) Inform the competent public authorities in Colombia.

This shall also apply when the EXECUTING ENTITY or the EXECUTING ENTITY's accounts are linked in any way to: (a) international public circulation lists related to crimes classified in Colombia as money laundering, (b) local public circulation lists related to crimes classified in Colombia as money laundering; regardless, in either case, of whether or not Colombia has started an investigation on the matter.

Additionally, this clause will also apply in the event that the EXECUTING ENTITY carries out an assignment of credits or its contractual position, and the assignee finds himself in the situations provided for in this paragraph.

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- xvi. That it knows, declares and accepts that PROMIGAS is legally obliged to request the clarifications it deems pertinent in the event that circumstances arise based on which PROMIGAS may have reasonable doubts about its operations or the operations of the natural or legal person that it represents, as well as the origin of its assets, in which case it will provide the clarifications that may be necessary. If these are not satisfactory, in the opinion of PROMIGAS, we authorize PROMIGAS to terminate any commercial or legal relationship.
- xvii. The EXECUTING ENTITY releases PROMIGAS from any responsibility, damage or breach that may arise from the exercise of these powers.


7. COMPLIANCE WITH HUMAN RIGHTS PROVISIONS: Being the human rights inherent to all human beings, without distinction of any nature, which constitute the cornerstone on which the State and society must be founded, PROMIGAS is highly committed to the fulfillment of the obligations to respect and protect the human rights contained in Colombian laws and international treaties signed by Colombia. Thus, it is imperative that the EXECUTING ENTITY knows the declaration of human rights and the Human Rights Policy of PROMIGAS, which provides: "The human being is the cornerstone of everything we do; therefore, we have the firm decision and the commitment to respect their rights, promote them and remedy negative consequences, if necessary. We value diversity and recognize that such rights are non-negotiable and inherent to all people who should receive equal treatment."

Consequently, the EXECUTING ENTITY, also committed to the Promigas Human Rights policy, within the framework of this Agreement, undertakes to:

- Comply with and enforce the National Constitution, Colombian laws, and international human rights treaties ratified by Colombia.
- Report human rights violations of which it has knowledge to PROMIGAS
- Know, comply with and enforce the PROMIGAS policy on Human Rights.
- Accept the recommendations or measures given by PROMIGAS in the area of Human Rights.
- Train its employees and contractor on respect, protection and promotion of human rights.
- Report to the competent judicial authorities the existence of events that constitute crimes of torture or other cruel, inhuman or degrading treatment, sexual exploitation, abuse or gender violence, human trafficking, slavery, forced labor and/or child labor of which they become aware.
- Do not contract with/hire people involved in human rights violations.
- Allow its employees and contractors to perform and enjoy their human rights.
- Do not accept abuse of any kind. These include, but are not limited to, forced labor, child labor, discrimination, harassment, and the use of force.
- Provide safe and healthy conditions for its own staff.
- Promote fairness, impartiality and equal conditions to its own staff.

8. RELATIONSHIP WITH COMMUNITIES: When, for the services subject hereof, the EXECUTING ENTITY must be in contact with the communities, or there are aspects that may affect the health and integrity of people, their properties, the public space or the environment, the EXECUTING ENTITY must comply with and make its workers and subcontractors comply with the PROMIGAS strategic guidelines on industrial safety, environmental management and relations with the community in accordance with the requirements established in the HSE Manual and the Environmental Management files that are part of this Agreement, including Environmental File No. 10 "Management of Relationships with Owners, Communities and Authorities," which, with the acceptance of this Agreement, the EXECUTING ENTITY declares to know.

In turn, the EXECUTING ENTITY, its contractors and subcontractors, may not make any kind of offer, commitment, or assume obligations on behalf of PROMIGAS, without prior and express authorization from PROMIGAS. In the event that the EXECUTING ENTITY or any of the workers or subcontractors of THE EXECUTING ENTITY receives any request from the legitimate leaders of the community or from any third party related to it, they must let PROMIGAS know,

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as PROMIGAS is the sole responsible for expressly authorizing the acceptance of such offer, commitment or obligation.

Given that, in the communities' perspective, the commitments, obligations, offers or any promise of compensation made by the EXECUTING ENTITY for the use, exploitation or impact of the land in the area of influence of the works, will subsequently fall to PROMIGAS, in cases where there is no express authorization from PROMIGAS regarding the aforementioned commitments, obligations, offers or promises of compensation made by the EXECUTING ENTITY, it is the EXECUTING ENTITY's responsibility to assume the payment and/or recognition of any outlay due by PROMIGAS to fulfill the offers made to the communities to obtain the social license to operate. This responsibility includes holding PROMIGAS harmless from any compensations, fines, sanctions or convictions that any competent authority issues against PROMIGAS for breach of the strategic guidelines by the EXECUTING ENTITY, as provided herein. Therefore, if PROMIGAS is forced to pay compensation or is penalized due to non-compliance with the provisions of this clause or the verification of some of the situations provided for in this clause, the EXECUTING ENTITY must pay PROMIGAS the value of the sanction or compensation plus an additional 13% of management, a sum that may be deducted from the balances that PROMIGAS has pending. In the event that the work is suspended in whole or in part for breach of this clause, PROMIGAS may impose on the EXECUTING ENTITY the sanction provided for in the Penalty Clause hereof.

10. AUTHORIZATION FOR THE PROCESSING OF PERSONAL DATA: In accordance with current regulations on personal data protection, each of THE PARTIES has a Privacy, Treatment and Protection of Personal Data Policy (hereinafter, the Privacy Policies), which are understood incorporated herein. Taking into account that, in the execution and performance hereof, the collection, use and treatment of some personal data of THE PARTIES and/or their employees or contractors is required or could be required, each of THE PARTIES declares that it has read, knows and accepts the content of the other party's Privacy Policy, which are available at the following links: <http://www.promigas.com/Es/Noticias/Paginas/Politica-de-privacidad.aspx> for PROMIGAS and www.proyectotiti.com for the EXECUTING ENTITY, and expressly authorizes the other party to incorporate into its databases the personal data that is provided, as well as to give them the treatment it deems necessary, in accordance with the terms of the aforementioned Privacy Policies and the purposes indicated therein. In addition, each of THE PARTIES certifies that they have express authorization from their employees or contractors to transmit their personal data. Furthermore, they declare to know that they can exercise the rights of access, correction, deletion, revocation or claim for infringement of the data by writing to the following email addresses: datospersonales@promigas.com, and rguillen@proyectotiti.com, or by physical mail sent to Calle 66 No. 67-123 of Barranquilla for PROMIGAS and Calle 77 # 65 - 37, Local 208, Barranquilla - COLOMBIA for the Executing Entity, expressly indicating the right that it intends to exercise.

THIRTEENTH CLAUSE - COMMUNICATIONS: The communications of the parties must be sent to the following addresses:


PROMIGAS: Cl. 66 # 67159, Barranquilla, Atlántico

THE EXECUTING ENTITY: Cl. 77 # 65-37, Local 208, Barranquilla, Atlántico Telephone: (5) 3091270

In witness whereof, this agreement is signed in Barranquilla on July 27, 2020, by the parties involved:

PROMIGAS S.A E.S.P.

NATALIA ABELLO VIVES
 Legal Representative

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THE EXECUTING ENTITY

ROSAMIRA GUILLEN MONROY

Legal Representative