



AGREEMENT 131

September 26, 2022

FOR THE PROCUREMENT OF GOODS AND SERVICES

INTRODUCTION

The purpose of this Agreement for the procurement of goods and services is to regulate the Company's contracting process in order to comply with its business purpose, through the proper management of the supply chain.

This Agreement seeks to optimize the efficiency and sustainability of the supply chain; manage risks; contribute to good corporate governance; and promote among suppliers, as a relevant stakeholder, a culture of ethics and compliance based on long-term relationships.

Regarding the actions, contractors, and subcontractors involved in the procurement process, ISA complies with the Code of Good Governance and the Corporate Ethics and Compliance Program, especially the Code of Ethics and Conduct, the Anti-corruption and Anti-bribery Management Guide, and the declaration of human rights commitments.

In addition, ISA has declared its commitment to mitigate climate change and make progress in the energy transition, thereby contributing to the goal of reducing greenhouse gas emissions.

TABLE OF CONTENTS

<u>INTRODUCTION</u>	1
<u>CHAPTER I. PURPOSE, SCOPE, PRINCIPLES, SPECIAL CONTRACTS</u>	2
<u>CHAPTER II. REGISTRATION AND PREQUALIFICATION OF SUPPLIERS</u>	4
<u>CHAPTER III. CONTRACT MANAGEMENT REGIME, PROCUREMENT STRATEGY, CONTRACTING METHODS, AND TYPES OF CONTRACT AND RESTRUCTURING.</u>	5
<u>CHAPTER IV. MARKET SURVEYS</u>	9
<u>CHAPTER V. CONTRACTS IN EXCEPTIONAL PERIODS</u>	10
<u>CHAPTER VI. AUTHORIZATIONS TO CONTRACT</u>	11
<u>CHAPTER VII. FINAL PROVISIONS</u>	12

CHAPTER I. PURPOSE, SCOPE, PRINCIPLES, SPECIAL CONTRACTS

ARTICLE 1. Purpose: To regulate the procurement of Goods and Services by the Company.

ARTICLE 2. Scope: It covers the contract management process for the procurement of goods and services by the Company (hereinafter referred to as "Contract Management").

The procurement of goods and services may be conducted through a Request for Proposal or other contract mechanisms as described below; as well as through Special Contracts to which only the principles described below shall apply.

This Agreement shall not apply to transactions not intended for the procurement of goods or services, such as covenants, collaboration contracts, partnerships or participations, alliances, and corporate contracts of any kind, or transactions in which the company acts as a contractor.

ARTICLE 3. Principles: The principles of expeditiousness, sustainable development, cost efficiency, efficacy, effectiveness, equity, equality, impartiality, morality, planning, public nature, assessment of environmental costs, and other principles and rules of Private Law, which are defined below, shall be complied with in the management of the Contracts:

3.1. Expeditiousness: Contract Management shall be agile and timely.

3.2. Sustainable Development: When managing contracts, the Company shall seek the preservation of natural resources; the rational, wise, and appropriate exploitation of these resources; and respect for human rights, bearing in mind the different stakeholders.

3.3. Cost efficiency: When managing contracts, the Proposal that best suits the Company's interests shall be selected, using the necessary technical, financial, and human resources.

3.4. Efficacy: Contract Management shall ensure that business goals are met.

3.5. Equity: Contract Management shall be based on reasonable criteria that result in benefits for the parties.

3.6. Equality: Contract Management shall be based on criteria that guarantee non-discriminatory treatment of persons who are in identical conditions with respect to the requirements established for the Company.



Minutes 874 - September 26, 2022

3.7. Impartiality: Contract Management shall be neutral, following previously established, objective, and clear rules.

3.8. Morality: The sole purpose of Contract Management shall be the pursuit of the company's business purpose, in strict compliance with the law and internal regulations.

3.9. Planning: The procurement of goods and services shall be based on proper planning, considering the efficient, effective use of resources.

3.10. Public nature: This document and the Company's reference Procurement Plan are public and shall be available on the Company's website.

3.11. Environmental Cost Assessment: In Contract Management, the Company shall meet the environmental requirements by law and shall ensure that its suppliers, in the performance of contracts, comply with these requirements when applicable.

ARTICLE 4. Disqualifications and Incompatibilities: In Contract Management, disqualifications and incompatibilities according to Article 8 of Law 80 of 1993 and regulations that modify or replace it shall apply.

ARTICLE 5. Special Contracts: The following contracts shall not be governed by the provisions of this Agreement. These contracts shall be governed by the rules of Private Law and the special legal rules applicable to them, as well as by the disqualifications and incompatibilities legally stipulated for State Contracts and the principles of Article 3 of this Agreement.

5.1. Borrowing contracts or debt and equity issuances to finance the Company's operations and the services and contracts related to this type of operations.

5.2. Transactions to manage liquidity surpluses, short-term cash management liabilities, and hedging transactions that involve the Company's resources.

5.3. Contracts related to financial, stock exchange, and insurance activities for the management of the Company's resources, including services provided by financial service entities and services related to commissions or spending on these entities.

5.4. Legal advisory and court and out-of-court defense services for reasons of confidentiality, or services that require direct contracting in view of the qualities of the contractor upon the recommendation of the Company's legal department.

Minutes 874 - September 26, 2022

5.5. Contracts associated with training events required by the Company.

5.6. Subscriptions.

5.7. The purchase, sale, and lease of real estate and the conveyance of real estate rights pursuant to the law, as well as the lease and assignment of premises.

5.8. Purchases paid through petty cash or its equivalent, which shall be regulated by the internal rules issued for such purpose.

5.9. Contracts or covenants with public entities entered into pursuant to the law.

5.10. All contracts, transactions, and agreements with Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings.

5.11. Memberships to organizations and guilds, and sponsorships to promote the Company's brand and presence.

5.12. Procurement of goods and services through electronic platforms.

5.13. Technical, financial, tax, and legal advisory contracts and, in general, the services required for the analysis and structuring of the Company's investment or divestment businesses, or the contracting of services resulting therefrom. For the purposes of this paragraph, business is understood as the direct or indirect involvement of the Company in processes of sale, merger, acquisition, corporate operations, bidding, call for bids, offerings, or otherwise in connection with the management of the Company's business portfolio or new businesses.

CHAPTER II. REGISTRATION AND PREQUALIFICATION OF SUPPLIERS

ARTICLE 6. Registration and prequalification of suppliers: The Company shall have a supplier registry in which all persons interested in becoming suppliers of the Company shall be registered. Anyone may register at any time in this registry, by complying with the requirements and procedures established for this purpose.

The Company shall establish legal, financial, technical, administrative, operational, and any other criteria deemed relevant for the pre-qualification of registered suppliers in the different categories of goods and services, which shall be done prior to the Request for Proposal or the invitation to participate in a contracting process.



Minutes 874 - September 26, 2022

CHAPTER III. CONTRACT MANAGEMENT REGIME, PROCUREMENT STRATEGY, CONTRACTING METHODS, AND TYPES OF CONTRACT AND RESTRUCTURING.

ARTICLE 7. Contract Management Regime: The legal regime applicable to Contract Management is Private Law, subject to the principles and disqualifications and incompatibilities applicable to the Company, considering the supply chain management guidelines established.

ARTICLE 8. Procurement Strategy: The procurement of goods and services required by the Company shall follow the strategies to be defined based on the methodology contained in the Supply Chain Model, complying with the principles set forth in this Agreement.

The preparation of the procurement strategy shall be based on the segmentation of the categories for the goods and services required by the Company, considering their criticality for the operation of the Company, the complexity of the market, and the financial resources required, as well as the other guidelines for the management of the supply chain.

Procurement strategies shall be duly documented, with evidence of the planning, suitability, and timeliness of contracting, and shall be reviewed or updated as necessary.

To proceed with a purchase, a procurement strategy shall be in place for the respective category.

ARTICLE 9. Contracting Methods and Type of Contracts: The Company may contract through a Request for Proposal or other mechanisms specified in this Agreement, to be defined in the procurement strategy.

According to the contracting method, the type of contract to be signed with the selected supplier(s) shall be defined, recognizing the autonomy and freedom of the contractual pursuant to within Private Law, within the limits established by law and the principles set forth in this Agreement.

ARTICLE 10. Request for Proposal: Goods and services shall be purchased through a Request for Proposal, as follows:

10.1. The Company will issue the Request for Proposal indicating the conditions to be considered.

Minutes 874 - September 26, 2022

10.2. The Request for Proposal shall be disclosed taking into account that:

10.2.1. Should there be no pre-qualified suppliers, or when the procurement strategy so determines, the Request for Proposal shall be advertised through the means established by the Company that best suit the purposes pursued by the strategy.

10.2.2. When there are pre-qualified suppliers, they will be requested a proposal as determined by the strategy. If the number of suppliers is lower than the number established in the category strategy, the category strategy shall be updated if appropriate, or follow the procedure defined in paragraph 10.2.1.

10.2.3. A single prequalified supplier shall be invited when the invitation is justified on one of the following grounds:

- a)** When, after issuing a Request for Proposal, no proposal is submitted or none of the proposals received meets the requirements or is considered not in the best interest of the Company.
- b)** When the contracts are related, complementary, dependent, or inherent to the object of another contract.
- c)** If, according to the information that can be obtained, there is only one supplier that can provide the goods or services, or there is technological dependence in the relationship.
- d)** *Intuito personae* contracts (contracts entered into considering whether the contractor is a natural or legal person)
- e)** Contracts or partnerships for procurement aimed at innovation.
- f)** When the procurement strategy so establishes.

10.3. The supplier shall submit its proposal to the Company under the terms of the request.

10.4. The Company shall assess the proposal according to the terms of the request.

10.5. To select a supplier, prices shall always be compared either by means of the financial evaluation of the different proposals received, research on prices or market conditions, analyses carried out by the Company itself, other ISA companies, or studies by consultants or advisors appointed for such purpose.

10.6. The Company may negotiate, even after the assessment, with the bidders that have submitted proposals in order to obtain more convenient ones.

10.7. The proposal shall be accepted by means of a communication from the Company. Contract formalization requirements may be established in the Request for Proposal.



Minutes 874 - September 26, 2022

Paragraph: The Company may engage in procurement processes or negotiations through auctions when it deems appropriate, by using a tool that allows recording and consulting, without any alteration, price launches or bids, among others.

ARTICLE 11. Other contracting mechanisms: The Company may also acquire goods and services through the following contracting mechanisms:

11.1. Mechanisms for the management of centralized categories, other categories to be consolidated, and categories assigned to the Service Center.

11.2. Adhesion.

11.3. Purchases in department stores, supermarkets, and service stations.

11.4. Mechanisms within the framework of Procurement for Innovation.

11.5. Collaboration Agreements or Alliances for the procurement of goods and services.

11.6. Other mechanisms.

ARTICLE 12. Mechanisms for the Management of Centralized Categories, Other Categories to be Consolidated, and Categories assigned to the Service Center.

12.1 Centralized Categories: These categories shall be managed by ISA and shall take into account the following:

a. When, according to the procurement strategy, only the pre-contractual stage for the acquisition of the good or service by ISA is foreseen, the Company shall be in charge of accepting the Proposal and managing the contract.

b. When, according to the procurement strategy, it is foreseen that ISA will sign the Contract (Negotiation Agreement or similar document), it will be the Company's responsibility to sign the Incorporation Contract without the need to make a Request for Proposal, and the management of such contract shall be its responsibility.

c. For contracting centralized categories, other mechanisms may be defined in the respective procurement strategy.

12.2 Other categories to consolidate: With respect to the acquisition of goods and services that, regardless of their category, must be managed on a consolidated basis by ISA, Ecopetrol, or the companies in which they have direct or indirect shareholdings, it shall be understood that the company in charge of their management has authorized it, and the company may act as indicated in the previous paragraph, without the need for additional authorizations.

12.3 Service Center categories: For the procurement of goods and services in the Service Center categories, it is understood that the manager shall be authorized according to the powers established in the intercompany agreement with the client company to which the service will be provided.

Minutes 874 - September 26, 2022

Paragraph one: For the categories referred to in this article, broad and sufficient special powers shall be granted to the company that has been assigned the category, according to the procurement model; so that, in its name and on its behalf, without the need for any additional authorizations, and under the contracting rules of the company managing the category, it may go forward with the corresponding pre-contractual stage, sign and formalize the contracts, and negotiate the modifications or conditions for their performance, as the case may be, according to the procurement strategy; and, in general, is able to address the requests according to the existing agreements between the companies.

Paragraph two: Contracts signed by the Company based on the mechanisms defined in this article shall not require additional approvals. The company managing the category shall generate, at the request of the companies, management reports for the corresponding category.

Paragraph three: The management of the centralized categories shall not imply the provision of a service by ISA's Corporate Procurement Department, as the purpose of the management of these categories is to ensure the value of strategic goals, seeking synergies and economies of scale for the different companies.

ARTICLE 13. Adhesion: The Company may adhere to contracts or processes of another company, whether Ecopetrol, ISA, or some of the companies in which they have direct or indirect shareholdings, without the need to make a Request for Proposal, taking into account the following:

13.1. Adhesion through additional clause: The Company may adhere to any previously subscribed contract, provided that its extension to other companies is allowed within its purpose. An additional clause shall be subscribed by the parties to said contract, in which the Company shall be included.

13.2. Adhesion by request: The Company may request an extension of the terms of a previous contract. In this case, upon ratification by the contractor, the corresponding contract shall be signed by the parties.

13.3. The adhesion may also cover a Request for Proposal in progress.

ARTICLE 14. Purchases in department stores, supermarkets, and service stations: The Company may purchase goods and services from department stores, supermarkets, and service stations, for which terms and conditions may be agreed upon according to the particularities of this type of purchases. A person shall be authorized to approve the respective requests for this type of purchases, providing an electronic, digital or physical record of the approval and the purpose, value, and date of the purchase.



Minutes 874 - September 26, 2022

In any case, the registration and pre-qualification of the supplier in the systems determined by the Company shall be required.

ARTICLE 15. Mechanisms within the framework of Procurement for Innovation: The Company may create challenges based on problems, needs, and opportunities identified in its strategy or operation, so that they are dealt with internally or by suppliers of goods and services. The terms and conditions of the challenges will determine the method of disclosure, involvement, and evaluation, among others.

ARTICLE 16. Collaboration Agreements or Alliances for the procurement of goods and services: Within the procurement strategy, Collaboration Agreements may be defined, which include contracts or agreements covering Joint Ventures, Consortia, Strategic Alliances, Cooperation or exclusive collaboration, among others, by means of which, in the development of the mechanisms established in the Agreement, the Company intends to directly acquire goods and/or services from the other member(s) of the Agreement. For this mechanism, the registration and pre-qualification of the supplier in the systems determined by the Company is required.

ARTICLE 17. Other Mechanisms: Other contracting mechanisms may be used for contracts to be entered into due to: (i) selection processes or calls for bids issued by the relevant entity in Colombia or abroad for the construction, administration, operation, and maintenance of linear infrastructure projects; national and regional transmission expansion; national and regional energy storage; and related or complementary services; (ii) selection processes or calls for bids in Colombia and abroad for the performance of activities related to the business purpose, regardless of whether they are issued by public, private or public-private entities; (iii) processes or businesses for the provision of technical services in activities related to the business purpose and professionals required by Ecopetrol, ISA, or the companies in which they have a direct or indirect shareholding, or to provide services to third parties and investments related to engineering works. (iv) processes or businesses that involve or result from the connection to the National or Regional Transmission System of its own or third-party assets.

ARTICLE 18: Restructuring: If before a proposal is accepted, it is found that any of the requirements have not been met, errors have been made, or clarifications are required, the employee in charge of the contract shall instruct to meet the requirement, correct the mistakes, make the corresponding clarifications, extend the term for receiving proposals, or a general restructuring, if appropriate, resuming the performance of the contract in the corresponding stage, without affecting the principles set forth in this Agreement.

CHAPTER IV. MARKET SURVEYS

ARTICLE 19. Surveys: The Company may conduct market surveys or requests for information or quotations that are not binding, in order to know the conditions of the proposal for a good or service. This information will serve as a basis to apply one of the different contracting mechanisms indicated in this Agreement.

CHAPTER V. CONTRACTS IN EXCEPTIONAL PERIODS

ARTICLE 20. Contracts in case of emergency: For the purposes of this article, emergency shall be understood as force majeure or acts of God or situations that, being foreseeable, may affect the normal operation of the company or result in damage or loss of human life or serious damage to the company's assets. In emergency situations and for the exclusive purpose of overcoming it, the following shall apply:

20.1. For amounts equal to or greater than USD 238,000, one or more proposals may be requested to acquire goods or services to address the emergency. The corresponding contract shall be signed by the Director of the area responsible for addressing the emergency.

20.2. For amounts not exceeding USD 238,000, the employee authorized by the Area Director in charge of addressing the emergency may sign a physical or a digital contract for the acquisition of goods or services to address the emergency. Such authorization may be granted by any means, in order to effectively address the emergency. Within ten (10) business days following the signing of the contract, the employee supporting the contract shall inform in writing the signing of the contract to the corresponding Director of the area addressing the emergency, as well as the circumstances and the actions taken to solve the emergency.

For emergency contracts, the Suppliers' Register shall be consulted and if a supplier cannot be found to solve the emergency, a contract may be made according to what is available for this purpose; however, once the emergency has been solved, the supplier shall be registered in the Company's Suppliers' Register.

ARTICLE 21. Election periods: During the terms established in the Law governing Electoral Guarantees, all Contract Management processes to which this Agreement applies shall be disclosed according to the provisions of paragraphs 10.2.1. and 10.2.2., as determined by the procurement strategy. Requests for Proposals shall be made guaranteeing the plurality of bidders. Only direct contracting is prohibited. The Company may adhere to Requests for Proposals of Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings, which are in the pre-contractual stage, as long as the company conducting the contracting process ensures plural participation, respecting and abiding by the restrictions established in matters of contracting during election periods. Contract Management processes in progress at the time of enforcement of the Law on Electoral Guarantees, and in which a plural number of suppliers have been invited to submit proposals, shall be terminated by the same procedure by which they were initiated. The foregoing shall not apply to processes in progress where a single supplier has been invited, at whatever stage they may be, unless the proposal has been accepted by the time the enforcement of the Electoral Guarantees Law begins.



Minutes 874 - September 26, 2022

Paragraph one: The provisions of this article shall not apply to the exceptions expressly established by law. The provisions of this article shall also not apply to the payment through petty cash of unforeseen, occasional, or contingent goods and services that are necessary and cannot be postponed, which value is less than USD 2,000 in each case; in such events, the supplier shall be selected by means of visits or market surveys through physical or electronic means, the selection criterion being that of the lowest price, for which a written record of such procedures shall be made. During the restriction period, no inter-institutional contracts for the procurement of goods and services may be entered into with other entities.

Paragraph two: The provisions of this article shall not apply to categories managed by the Company in the name and on behalf of a company domiciled abroad.

CHAPTER VI. AUTHORIZATIONS TO CONTRACT

ARTICLE 22. Authorizations to Contract: The Company's Legal Representative or his/her alternates are authorized to enter into any contract governed by this Agreement, regardless of the amount, except for the limitations defined in the Company's bylaws. They are also authorized to participate with Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings, regardless of the amount, in contracting processes for the acquisition of goods and services. Likewise, in the case of acquisitions of goods and services for Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings, regardless of the amount, they are authorized to act in the name and on behalf of them, and to carry out such contracting processes, including the performance of the contracts and the signing of other documents during the execution thereof.

Additionally, the Legal Representative or his/her alternates, within the limitations established in the Company's bylaws, may empower employees of Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings to carry out contracting processes in their name and on their behalf, in all their stages.

Paragraph one: Within the limitations described in the matrix of decisions and powers, the Legal Representative or his/her alternates may authorize, totally or partially, managers of the Company; Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings; or employees of the Procurement department or Service Center to: a) Carry out contracting processes for the acquisition of goods and services, enter into contracts, and authorize payments. b) Participate with Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings, in contracting processes for the acquisition of goods and services. c) Carry out contracting processes for the acquisition of goods and services in the name and on behalf of ECOPETROL, ISA, or the companies in which they have direct or indirect shareholdings.

Minutes 874 - September 26, 2022

Paragraph two: Within the limits described in the matrix of decisions and powers, the Legal Representative or his/her alternates may authorize, totally or partially, managers of the Company; Ecopetrol, ISA, or the companies in which they have direct or indirect shareholdings; or employees of the Procurement department or Service Center to sign contractual documents except for the acceptance of the proposal, the contract, additional clauses, the suspension and restarting of the contract, and minutes of termination and netting of accounts.

Paragraph three: Notwithstanding the above, the Manager of the Service Center and the Director of Procurement Services may represent the Company, regardless of the amount and without any limitations other than those established in the Company's Bylaws, to enter into, sign, perform, and modify all legal acts aimed at the procurement of categories of goods and services managed by the Service Center for its customers.

CHAPTER VII. FINAL PROVISIONS

ARTICLE 23. Reference exchange rates: To define the exchange rate for the USD amounts indicated in this Agreement, the exchange rate to be applied is the one in force in the Information System (ERP) at the time of the creation of the purchase document in such system; or, if such system has not been defined, the monthly average rate of the Resource Planning defined in the company.

ARTICLE 24. Enforceability: The rules contained in this Agreement are of mandatory compliance and application by all employees of the Company and shall apply to suppliers and contractors according to the documents signed with them.

Paragraph: The Company's employees are required to oversee the proper fulfilment of the purpose of the Contract and to protect the Company's rights, being liable for their actions, omissions, or events that affect the normal management of the Contract.

ARTICLE 25. Transition regime: The contracting processes in progress at the time of the issuance of this Agreement shall be terminated according to the rules of the previous Agreement. Processes initiated after the issuance of this Agreement, as well as contracts in progress, shall be governed by this Agreement and additionally by the guidelines to be developed on the occasion of the procurement model under the terms to be established.

Authorizations to enter into contracts and authorize payments made by the Legal Representative prior to the entry into force of this Agreement shall remain in force until the new authorizations established in the matrix of decisions and powers are updated according to the parameters of the information system (ERP).



Minutes 874 - September 26, 2022

ARTICLE 26. Validity and repeal: This Agreement is effective as of the date of its issuance and repeals all internal general or particular regulations of the Company that are contrary to it, especially Agreement 108 of December 16, 2016 of the Board of Directors.

**CHAIRMAN
[SIGNED]
SANTIAGO MONTENEGRO TRUJILLO**

**SECRETARY
[SIGNED]
SONIA ABUCHAR ALEMÁN**