

OFFICIAL TRANSLATION of an ATTACHMENT of OBLIGATIONS originally issued in SPANISH

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ATTACHMENT.- OBLIGATIONS OF ETHICS, TRANSPARENCY AND COMPLIANCE IN CONTRACTING

**ECOPETROL** is committed to maintaining the highest ethical standards and demands from its partners, subordinates, members of the Board of Directors, workers, bidders, contractors, suppliers, agents, clients and allies, as well as from the personnel and firms that these may engage for the development of activities agreed, strict compliance with ethical principles established by the organization and with all regulations -domestic, international and internal- applicable to the company and its operations.

In this regard, **ECOPETROL** has a Code of Ethics and Conduct which includes the rules that define the standards of expected conduct and guides the course of action of **ECOPETROL,** its Group companies and other recipients.

**ECOPETROL** develops the Code’s content through manuals, guides, instruction procedures and forms, provisions that, as well as defining prevention and risk parameters, allow to exercise control over situations which may involve corruption, bribery, fraud, money laundering, terrorist financing, violations to the FCPA Act, conflicts of interest and ethical conflicts, disqualifications, incompatibilities, illegal collection of money from the public, violations of free and fair competition, and acts contrary to the legal and regulatory prohibitions.

Therefore, **ECOPETROL** requires that all **CONTRACTORS** sign, accept and comply with the following obligations:

1. **Compliance with the Code of Good Governance, the Code of Ethics and Conduct, and the internal regulations regarding ethical and compliance matters:**

1. The **CONTRACTOR** expressly declares that it is aware of the Code of Good Governance and the Code of Ethics and Business Conduct, as well as manuals, guides, instruction procedures and ethical and compliance forms aimed at preventing events of corruption, bribery, fraud, money laundering, terrorist financing, violations to the <<FCPA>> Act, conflicts of interest or ethical conflicts, disqualifications and incompatibilities (ethical and compliance guidelines of **ECOPETROL**>>), illegal collection of money from the public, violations of free and fair competition; that it has reviewed the foregoing Codes and understands their content, and consequently, agrees to apply them. The presentation of bids and the signing of the respective contract or commercial agreement implies the unconditional acceptance to these guidelines.
2. At the time of participating in the preparation of the contract and by signing it, the **CONTRACTOR,** as well as unconditionally accepting these standards or those that

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amend them, promises to meet the parameters contained therein and avoid incurring or allowing acts of corruption, bribery, fraud, money laundering, terrorist financing, violations to the <<FCPA>> Act, conflicts of interest or ethical conflicts, disqualifications and incompatibilities, illegal collection of money from the public, and violations of free and fair competition, in the development of the contract entered into with **ECOPETROL.** Likewise, to act in a transparent manner, under ethical principles of integrity, responsibility, respect, and commitment to life.

1. The **CONTRACTOR** declares receiving a copy of the documents related to the ethical and compliance guidelines and that, in any case, it will consult them on **ECOPETROL’s** web page. The **CONTRACTOR** declares that it will communicate the content of the documents to its employees, subcontractors (provided **ECOPETROL** authorizes said subcontracting) and third parties providing services related to the subject matter of this contract. The **CONTRACTOR** agrees to guarantee that said employees, subcontractors (provided **ECOPETROL** authorizes said subcontracting) and third parties understand the contents of the ethical and compliance guidelines included in these documents and that they will meet the requirements to perform all the activities related to this contract.

d. The **CONTRACTOR** agrees to avoid using funds received from ***ECOPETROL*** for the performance of the contract in illegal activities such as those contemplated in the Colombian Penal Code, or to maintain relationships with companies or persons which are known to develop such activities, or with persons, companies, or countries with restrictions, included in the lists issued by the Office of Foreign Assets Control (OFAC), or the United Nations.

2. **Compliance with anti-bribery laws:**

a. The **CONTRACTOR** expresslyagrees to strictly comply with anti-bribery laws applicable to the **CONTRACTOR** and to **ECOPETROL,** including but not limited to the Foreign Corrupt Practices Act (FCPA) of the United States and Law 1778 of 2016 (Colombian Anti-Bribery Act) (together the <<Anti-bribery Laws>>) or regulations that replace, add, or amend these laws. In particular, the **CONTRACTOR** agrees to refrain from giving, offering, promising, demanding, requesting, receiving or authorizing any payment or amount of a financial or non-financial nature (loan, gift, invitation, hospitality, gratification, travel, meals, entertainment), directly or indirectly, to domestic or foreign government officials or to any other person with the purpose of: **(i)** influencing any act or decision in a corrupt manner, in favor of the **CONTRACTOR** and/or **ECOPETROL, (ii)** lead this person to act or refrain from acting, in breach of his/her legal duties, **(iii)** improperly influencing an act or decision of another person or entity, or **(iv)** with the purpose of obtaining or retaining a business or obtaining any other improper advantage in relation with this contract. In addition, it agrees to refrain from offering gifts, invitations, and hospitalities, in breach of internal regulations.

b. Likewise, the **CONTRACTOR** agrees to refrain from using any kind of influence to manage benefits, obtain or retain business, facilitate a procedure, or give, offer or

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receive, directly or indirectly, through relatives, employees, directors, managers, suppliers, government officials, subordinates, contractors, subcontractors, agents or their relatives, any type of payment (loan, gift, invitation, hospitality, gratification, travel, meals, entertainment, benefit or promise to that effect).

3. **Accounting and internal controls**

a. The **CONTRACTOR** agrees to maintain an accounting system that expresses in reasonable detail and accuracy all transactions and disposition of assets related to this contract and funds paid by **ECOPETROL.**

b. The **CONTRACTOR** agrees to develop and maintain an internal accounting control system sufficient to provide reasonable security regarding the following:

1. That the transactions performed in relation with this contract are carried out in accordance with its provisions.
2. That the transactions performed in relation with this contract are duly recorded to prepare financial statements, in conformity with generally accepted accounting principles or any other applicable criteria on such statements, and to maintain accounting of assets.

c. For the purposes of this section, the terms << *reasonable detail* >> or << *reasonable security* >> mean that they satisfy the competent authorities in the performance of their function.

4. **Government relationships**: The **CONTRACTOR,** when not a public entity, declares that none of its owners, directors, legal representatives, or workers related to the development and performance of the contract is a domestic or foreign government official, or a relative of a domestic or foreign government official[[1]](#footnote-1). In case of any change, the **CONTRACTOR** agrees to inform **ECOPETROL** immediately and in writing.

5. **Meetings – relationships with Government officials:** The **CONTRACTOR,** in case of a private individual, agrees to abstain from communicating or carrying out meetings, directly or through third parties, with government officials (municipal, departmental, national or international) to discuss contract issues not related to **ECOPETROL,** without prior notification or approval in writing by **ECOPETROL.** In case the **CONTRACTOR** is a public entity, this clause shall apply to officials other than those directly involved in this agreement and to deal with issues specific to this agreement.

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Likewise, it agrees to abstain from giving and/or receiving (directly or indirectly, through employees, subordinates, contractors or agents), payments, loans, gifts, gratifications or promises to and/or from: employees, directors, managers, contractors, suppliers or agents of ***ECOPETROL,*** or government officials, with the purpose of inducing said persons to perform an act, omit, make decisions or use their influence to help obtain or retain business, or facilitate procedures in relation to the contract.

For the purposes of the contract, the **CONTRACTOR** will abstain from establishing private commercial relationships with employees of **ECOPETROL,** their spouses, domestic partner or relatives up to the fourth degree of consanguinity, second degree of affinity and first civil degree.

6. **Auditing rights**

a. The **CONTRACTOR** expresslyacknowledges and agrees that **ECOPETROL** has the right to perform administrative verifications, financial, operative, and compliance audits to the Contractor and to third parties that provide services in relation with the purpose of this contract (suppliers or subcontractors), as well as reviewing the information **ECOPETROL** deems pertinent to verify compliance with anti-bribery laws and with the <<ethical and compliance guidelines issued by **ECOPETROL**>>, included in the regulations referred to in this clause, and the terms and conditions of this contract regarding the performance of said contract.

b. The **CONTRACTOR** and its representatives shall agree to the performance of administrative verifications, supervision, financial, operative, or compliance audits on accounting books and records kept by third parties engaged with the performance of the contract, duly authorized in the terms stipulated, to verify compliance with the activities assigned.

7. **Conflict of interest and ethical conflict, disqualifications and incompatibilities:**

a. The **CONTRACTOR** declares not being subject to any grounds of disqualification or incompatibility to sign the contract and agrees to avoid any situation or circumstance that may involve a conflict of interest or ethical conflict, in conformity with the Code of Ethics and Conduct, disqualification, incompatibility or violation of a prohibition, or to generate events that may be perceived as lacking transparency in light of domestic, international or internal regulations applicable to **ECOPETROL.**

b. For the purpose of this contract, the **CONTRACTOR** agrees to abstain from establishing private commercial relationships with its spouse, domestic partner or relatives up to the fourth degree of consanguinity, second degree of affinity and first civil degree, de jure or de facto partners, or with employees of **ECOPETROL,** their spouses, domestic partners or relatives up to the fourth degree of consanguinity, second degree of affinity and first civil degree, de jure or de facto partners, of said public servants, violating regulations regarding conflicts, disqualifications and incompatibilities.

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8. **Obligation to inform non-compliance:** In the event the **CONTRACTOR** or any person engaged with the performance of the contract has knowledge or suspicions of an event or situation that involves corruption, bribery, fraud, money laundering, terrorist financing, conflict of interest or ethical conflict, disqualification, incompatibility, or violation of a domestic or international regulation applicable to **ECOPETROL,** including anti-bribery regulations and the FCPA, it agrees to immediately and directly report it -without prejudice to constitutional and legal duties- through **ECOPETROL’s** channel for complaints at <http://lineaetica.ecopetrol.com.co>.

9. **Payments to third parties:** All payments to third parties that provide services or perform tasks related to the development of the contract shall be made through bank transfers to an account under the name of the third party, opened with a financial institution designated by it, in the country where the services are provided.



Payments in cash or indirect payments to third parties are strictly prohibited.

10. **Certificates of compliance:** The **CONTRACTOR** agrees to certify in writing, at least once a year or as often as required that **(a)** it has complied with anti-bribery laws, and with the <<ethical and compliance guidelines issued by **ECOPETROL**>>, referred to in this clause, **(b)** that it has not given, promised, offered or authorized any improper payment in violation of this contract, **(c)** that it has no knowledge of any payment made in violation of this contract, and, **(d)** that it will complete any ethics and compliance form as required.

11. **Right of termination due to default:** The **CONTRACTOR** expresslyacknowledges and accepts that any violation of anti-bribery laws or of the obligations stipulated in the <<ethical and compliance guidelines issued by **ECOPETROL**>> previously mentioned, shall constitute sufficient grounds for **ECOPETROL** to terminate the contract early, without any compensation in favor of the **CONTRACTOR,** and without prejudice to any legal, administrative or judicial actions to restitute the contributions made by the Company and to mitigate the risks, if the case may be. Likewise, it accepts the grounds for termination of the contract contemplated in the company’s Code of Ethics and Conduct in force, published in **ECOPETROL’s** web page, its effects regarding contracts and agreements with **ECOPETROL** and Group companies, which may terminate when the conditions established in said Code are met, without any right to compensation.

12. **Use of trademarks and industrial and intellectual property:** The **Contractor** shall refrain from using the name, trademark, logo, industrial and intellectual property of **ECOPETROL** for personal purposes, or for purposes other than those agreed to in the contract or for illegal purposes. In no case shall it disseminate, inaccurate information using the name, trademark, or logo of **ECOPETROL.** The **CONTRACTOR** shall abstain from disseminating information that affects the image of **ECOPETROL** or of any other party based on unproven assumptions.

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13. **Prohibition:**  As provided for in the laws and regulations applicable to **ECOPETROL** –among them those containing disqualifications, incompatibilities, prohibitions and impediments, such as Law 80 of 1993, Law 1474 of 2011, Law 734 of 2002 and the conflict of interest guidelines ECP-SEG-I-003, or the provisions that may modify them-, for the purposes of this contract and the performance of the activities and business related to its objective and scope, the **CONTRACTOR** shall abstain from hiring former employees of **ECOPETROL** which may have known or carried out activities or business related to the contract, during the performance of their functions as public servants. To this effect, the **CONTRACTOR** shall require the former employee a formal declaration of not being subject to any grounds involving a conflict of interest or ethical conflict, disqualification or incompatibility, as provided by the law and/or the internal regulations of **ECOPETROL,** and shall immediately inform the contract manager and the Corporate Management for Ethical and Compliance Matters of said declaration.



14. **CONFIDENTIALITY:** The **CONTRACTOR** agrees to protect any information or data delivered by **ECOPETROL** and shall maintain due reserve and confidentiality in accordance with Law 1581 of 2011, Single Decree 1074 of 2015 and related internal regulations. Likewise, The **CONTRACTOR** agrees to guarantee that any person engaged with the performance of the contract complies with the same obligation of confidentiality.

By signing this contract, the **CONTRACTOR** understands and accepts that the foregoing obligations extend to its employees, subcontractors, suppliers, agents, and their respective employees, and that their breach may result in the termination of the contract, in conformity with numeral 11. Therefore, it agrees to include this clause in the contracts entered into with any natural or legal person on occasion or by reason of this contract.

Consequently, the **CONTRACTOR** agrees to complete the conflict, disqualifications and incompatibilities form, the forms regarding the integrity and commitment with the transparency required from the company and its representatives, employees or subcontractors, as well as participating in the awareness programs indicated by **ECOPETROL** during the performance of the contract, and to carry out internal training programs for its workers, suppliers, subcontractors and other personnel related to the performance of the contract, with the purpose of ensuring permanent improvement regarding the topics referred to in this clause.

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I hereby declare under oath that the foregoing is a true translation from the original, that I am well acquainted with the English and Spanish languages and that I am an Official Translator accredited by Certificate of Professional Competence No. 525 of August 30, 2018, issued by the Universidad Nacional de Colombia.

Bogotá, D.C., 13 January 2022

 

 Angelina Lara Rosanía

 CC 41.685.334 issued in Bogotá

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1. Government Official or Public Official: Any employee or official of a government, including any department or federal, regional, or local agency of said government, any employee of an entity owned or controlled by a foreign government, any official of a foreign political party, candidate to a foreign public position, official or employee of a public international organization, person acting in an official capacity in the name or on behalf of any of the foregoing entities. [↑](#footnote-ref-1)