

CODE OF CONDUCT

Suppliers and Contractors

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This document CO.ADC.02, is integrated into the body of the current internal regulations of the entities Distribuidora de Electricidad de Oriente, Sociedad Anónima and Distribuidora de Electricidad de Occidente, Sociedad Anónima. All references made in this document to ENERGUATE must be understood as references to the entities Distribuidora de Electricidad de Occidente, Sociedad Anónima and Distribuidora de Oriente, Sociedad Anónima indistinctly.

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1. INTRODUCTION

ENERGUATE is committed to the compliance with the laws and regulations, the care of safety and the environment in its operations and influence zones. Reason why, it promotes respect, ethics, integrity, compliance with human and labor rights, care of the environment and confidentiality.

The prestige of our Company is based not only on our own conduct, but also of those with whom we make businesses.

ENERGUATE recognizes that its Suppliers and Contractors, even though are independent organizations, are involved in its value chain. For this reason, it promotes and incentives in them the understanding and compliance with its *CO.ADC.01 Code of Conduct and Ethics*, and other corporate policies.

The present *CO.ADC.02 Code of Conduct for Suppliers and Contractors* states our commitment to generate positive changes in the surrounding where we act and encourages our Suppliers and Contractors to comply with these principles, and, simultaneously, with the obligation that they have to act according to the laws, regulations and rules applicable to their action area. This is reason why we practice the premises of this Code; turning them into requirements of mandatory compliance for our Suppliers and Contractors.

The *CO.ADC.02 Code of Conduct for Suppliers and Contractors* does not create any contractual rights and does not establish all the legal requirements to make businesses with ENERGUATE or on its behalf. Each supplier is responsible to know, understand and comply with the applicable regulations needed to keep commercial relationships with ENERGUATE, just as the requirements and conditions established in their contracts or commercial agreements.

2. CONDUCT REGULATIONS

2.1. ENERGUATE'S Policies

2.1.1. Code of Conduct and Ethics

Suppliers and Contractors have the obligation of complying with the provisions of this Code, just as the *CO.ADC. 01 Code of Conduct and Ethics* of ENERGUATE, and are responsible of distributing and train their personnel about its content. In addition, they must guarantee that their employees comply with its provisions during the execution of the commercial relationship or contract with ENERGUATE, or when they are in any of its facilities.

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2.1.2. Policies, Regulations, Rules and Procedures

ENERGUATE has a group of policies, regulations, rules and procedures defined by its corporate government, these will be known by its Suppliers and Contractors at the moment they are applicable to determined contract or commercial relationship for its due compliance. Suppliers and Contractors have the obligation of knowing and complying with these provisions in the execution of its contract or commercial relationship. Likewise, they are responsible of training their personnel about the content and provisions of them and to guarantee their compliance.

2.2. Ethics.

In the development of their businesses and in compliance with their obligations, we expect that our Suppliers and Contractors act with integrity and ethics. The ethical requirements include the following aspects:

2.2.1. Legal and Regulatory Compliance

Suppliers and Contractors must comply with the letter and spirit of the legal requirements applicable in the jurisdiction where they perform their activities, avoiding any conduct that, even without violating the law, may damage the reputation of ENERGUATE or cause adverse consequences.

Likewise, is mandatory to comply with the national and international regulations that prohibit bribery, improper payments, corruption and other unfair commercial practices and misconducts that have as purpose to obtain an inappropriate advantage. Additionally, they must comply with laws, national or international, about work, labor, equal opportunities, immigration, child labor, forced or compulsory labor, working hours, salaries and benefits, freedom of association and workplace free of harassment.

2.2.2. Conflicts of Interest

There is a conflict of interest when the particular wills of the Supplier and Contractor are opposing or interfere with the interests of ENERGUATE. A conflict may arise, for example, when:

- A service or good to be contracted is property, partial or totally, or is under the control of an employee of ENERGUATE or any other family member.
- Has access to private and/or confidential information of ENERGUATE and, at the same time, provides goods or services to ENERGUATE'S competition.

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Before celebrating a contract or commercial agreement, the Supplier and Contractor must reveal immediately any possible conflict of interest to ENERGUATE for its review. If any arises during the contract or commercial relationship, it must be revealed immediately to ENERGUATE in order to take the corresponding measures.

For more details, review policy *PO.ADC.02 Conflict of Interest*.

2.2.3. Behavior and Measures against Bribery and Corruption.

ENERGUATE is committed to a policy of zero tolerance to corruption and bribery for which has being implementing programs, prevention systems and internal controls in order to guarantee compliance with national and international laws with anticorruption and bribery practices, among other regulations such as: U.S. Foreign Corruption Practices Act (FCPA), United Kingdom Bribery Act (UKBA), similar laws included in the Organization for Economic Cooperation and Development (OECD) and the Combat against Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-bribery Convention), among other regulations of supranational nature; just as anticorruption laws, antibribery laws and the legal frame applicable in all the countries where it makes business.

The Supplier and Contractor must keep, at every moment, an ethical and respectful behavior; always complying with the regulations mentioned before. This will allow to establish legitimate and productive relationships with ENERGUATE, its own suppliers and other companies with which it may have relation. It must act with honesty and integrity in every interaction and commercial relationship with public or private entities in any country in which it operates.

In that sense, the Supplier and Contractor must establish mechanisms that allow to fight against every type of corruption and bribery in the development of its activities. This implies without limitation:

- Not making, promising, nor offering, direct or indirectly, any payment of money or in kind or any other benefit; to any person, physical or legal, considered or not a Public Official:
 - With the purpose of obtaining or keeping, illegally, businesses or other advantages.
 - With the purpose to abuse from its influence, real or apparent, to obtain from any authority, public or private entity, any business or other advantage.

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- When it is known that all, or part of the money or kind, will be offered or delivered direct or indirectly, to third parties with any of the purposes mentioned in the previous paragraphs.
- Do not make payments to facilitate or accelerate procedures, consisting on delivering money or any other thing of value, whatever its contribution may be, in exchange of assuring or accelerating the course of a process or acting before any judicial body, public administration or official body.
- Specifically, the Supplier and Contractor will not make, offer or accept, due to the contract with ENERGUATE, any payment in cash, kind or any other benefit from/to any physical or legal person, with the purpose of obtaining or keeping any business or advantage for itself or for a third party, that may give place to a conflict between the interests of the Supplier and Contractor or the third party and the ones from ENERGUATE.

For more details, review the following policies: *PO.ADC.01 Anticorruption and Antibribery* and *PO.ADC.03 Interaction with Public Officials*.

2.2.4. Gifts and Commercial Courtesies

Always when a gift is offered in the context of a commercial relationship, exists the risk that it may influence or appear to influence a commercial decision. To exchange gifts and modest courtesies may be acceptable under certain conditions, but it is not a requirement to make businesses with ENERGUATE.

It is prohibited to offer or deliver to ENERGUATE employees' money in cash, gifts or commercial courtesies, unless by the exceptions mentioned here below; as long as they are reasonable in costs, frequency and quantity:

- Merchandising items or delivered impersonally in public or corporate events.
- Training or corporate events in which the invitation is given officially through ENERGUATE.
- Lunches, meals, cocktails and similar, of common practice in the development of the commercial relationships.

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- Perishable food in individual gift presentation as chocolate, bread, candy, cookies or similar.

For more details, review policy *PO.ADC.04 Gifts and Commercial Courtesies*.

2.2.5. Information Integrity and Confidentiality

The protection of our confidential information and from our customers, personal data from our employees, just as the information and confidential records essential for the compliance of accounting, legal and management obligations, is fundamental for the development of activities with ENERGUATE. For which, the Suppliers and Contractors must:

- Keep, according to the corresponding regulation, accounting, financial and legal records in a precise, complete, truthful, timely, transparent and comprehensible way. Likewise, Suppliers and Contractors must observe all the contractual laws and requirements applicable when creating, keeping and deleting the records that refer to their business contracts with ENERGUATE.
- Respect intellectual property, commercial secrets and any other confidential information from ENERGUATE to which they have access, and not use or disclose such information to attend interests in their own benefit or of third parties.
- Safeguard the information from ENERGUATE that is used in the course of the execution of the commercial agreement or contract being made; which will be used just for the legal purposes of the business and in protection of the interests of ENERGUATE.

2.2.6. Use of Assets

It is required that Suppliers and Contractors use responsibly the resources of ENERGUATE, it must be just for lawful commercial and contractual purposes, guaranteeing that such resources will be used by persons duly authorized for the foreseen purposes in the established contractual or commercial relationship. By resources of ENERGUATE is understood that those are: facilities, vehicles, equipment, systems, technological assets, information, office and field supplies of its property or provided by it.

Suppliers and Contractors may not use the name, logo, brands, or intellectual property of ENERGUATE without the express written consent. It is also prohibited that Suppliers and Contractors, their employees and subcontractors, use the resources or facilities of ENERGUATE

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to request or distribute information or material not related with the activities of ENERGUATE'S businesses.

2.3. Human and Labor Rights

ENERGUATE keeps a commitment of compliance with the letter and spirit of the laws and practices internationally recognized in the area of Human and Labor Rights, as well as in the national sector, in the same way that its Suppliers and Contractors must respect and comply with these laws and practices in the development of their business activities.

- The protection of the values defended in The Universal Declaration of Human Rights (1948), along with the instruments that develop it, the International Covenant on Civil and Political Rights (1976) and the International Covenant on Economic, Social and Cultural Rights (1976).
- The ten principles established in the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights.
- The Organization of Economic Cooperation and Development Guidelines for Multinational Enterprises.
- Declaration on Fundamental Principles and Rights at Work included in the eight conventions of the International Labor Organization (ILO), Freedom of Association and Protection of the Right to Organize (1948), Right to Organize and Collective Bargaining Convention (1949), Forced Labor Convention (1930), Abolition of Forced Labor Convention (1957), Minimum Age Convention (1973), Worst Forms of Child Labor Convention (1999), Equal Remuneration Convention (1951) and Discrimination (Employment and Occupation) Convention (1958).

Suppliers and Contractors of ENERGUATE must respect and comply with these laws and practices in the development of their business activities respecting:

2.3.1. Human Rights

Suppliers and Contractors support and respect the protection of Human Rights defined in the aforementioned documents, and ensure not to infringe them by action or omission.

Likewise, Suppliers and Contractors of ENERGUATE respect the rights of the local and indigenous communities and the zones inhabited by these groups in the development of their activities.

2.3.2. Labor Law and Working Conditions

Suppliers and Contractors will comply with the laws and regulations, in labor matters, respecting all the rights of their workers and subcontractors according to the current law.

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They must keep coherent labor practices with their employees, complying with the national and international regulation, ensuring that the working conditions and environment are coherent with them

2.3.3. Respect for People, Equal Opportunities and Non-Discrimination

Suppliers and Contractors will respect dignity, privacy and any other right attributed to their employees; avoiding any conduct that intimidates or offends the rights of people. Reason why, they will not promote discrimination at work because of race, age, sex, civil status, sexual preference, nationality, social or ethnical origin, ideology or public opinion, religion, physical capacity, health condition, pregnancy or any other personal, physical or social condition of their employees; encouraging equal opportunities among them. Likewise, Suppliers and Contractors must reject any manifestation of violence, sexual, physical, psychological, moral exploitation or harassment, abuse of authority or mistreatment.

2.3.4. Child Labor and Forced Labor

Suppliers and Contractors must not use child labor, reason why the employees of their organizations and their subcontractors, must exceed the minimum working age established by the national law.

Suppliers and Contractors will ensure and look after the absence, in their organization, of forced work; understanding as such any work performed under a threat of punishment or retaliation, for which the individual is not offered voluntarily.

For more details, review *PO.ADC.09 Human Rights*.

2.4. Health, Safety and Environment

2.4.1. Health and Safety

Safety is our priority. Our Suppliers and Contractors must share the commitment of ENERGUATE of providing a healthy and safe working place, exercising good judgement in their work decisions and applying safe work practices (including all the regulatory requirements and specific of each contract and the corresponding jurisdiction) to all their activities; safeguard their employees, contractors, customers and subcontractors that perform activities, or that are in ENERGUATE'S facilities; comply with the general and particular requirements of each facility, including the prohibitions of consuming and possess illegal drugs and alcohol, the restrictions about the use and carrying of weapons established in the internal regulation of ENERGUATE.

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2.4.2. Environment

ENERGUATE is committed with the protection and preservation of the environment. We have the commitment of complying with the policy and regulatory requirements, reason why we look actively for Suppliers and Contractors that share our vision about environmental protection; conserving biodiversity and the sustainable use of the natural resources. Our Suppliers and Contractors must respect every law about environmental protection of the corresponding jurisdiction, as well as the applicable policies and procedures of ENERGUATE.

3. RESPONSIBILITIES AND COMPLIANCE WITH THE CODE

3.1. Responsibilities of Suppliers and Contractors

The compliance with this Code is mandatory for Suppliers and Contractors, their employees and subcontractors. Likewise, they have the obligation of distributing the related documents and of training all their employees and subcontractors, about the content of the present code, policies, procedures and regulations of ENERGUATE that are applicable to them.

3.2. Inspections

ENERGUATE reserves the right of making inspections, supervisions and audits, including visits to the facilities of our Suppliers and Contractors, to verify that their commercial operations comply with the expectations mentioned in this Code. Suppliers and Contractors, and their employees must cooperate in case there is an audit or inspection.

3.3. Compliance with the Code

The breach by Suppliers and Contractors of the content of the present Code, may have different consequences in the commercial or contractual relationship with ENERGUATE; in function of the severity of the breach.

3.4. Complaints about Breaches

Suppliers and Contractors, their employees and subcontractors must report any suspicion of breach of the regulation of this Code or Policies of ENERGUATE, through the following ways:

- Written information to ENERGUATE'S contact.
- Ethics Line:
 - E-mail: enerquate.ethicspoint.com

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We promote open discussion about any question or query about this Code or our commercial relationships. Suppliers and Contractors may state their doubts or concerns to the contacts indicated previously.

4. ACCEPTANCE AND COMPLIANCE WITH THE CODE

Suppliers and Contractors must sign the present Code as acceptance and declare the following:

- We have received, we know the contents and are committed to comply with CO.ADC.02 *Code of Conduct for Suppliers and Contractors* of ENERGUATE, as well as the policies, procedures and regulations of ENERGUATE applicable to our contractual or commercial relationship. These provisions are also applicable for our employees and subcontractors.
- We know, are conscious and commit ourselves to comply with all the laws, regulations and requirements corresponding to the jurisdictions where we operate and make businesses.
- We will inform ENERGUATE about any suspicion of infraction to this Code, its policies, procedures and regulations.

5. REFERENCE DOCUMENTS

a. Internal

- PO.ADC.01 Anticorruption and Antibribery
- PO.ADC.02 Conflicts of Interest
- PO.ADC.03 Interaction with Public Officials
- PO.ADC.04 Gifts and Commercial Courtesies
- PO.ADC.09 Human Rights

b. External

- U.S. Foreign Corrupt Practices Act (FCPA)
- United Kingdom Bribery Act (UKBA)
- Similar laws contained in the Organization for Economic Cooperation and Development (OECD) and the Combat against Bribery of Foreign Public Officials in International Business Transactions (OECD Anti-bribery Convention)

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- Universal Declaration of Human Rights (1948)
- International Covenant on Civil and Political Rights (1976)
- International Covenant on Economic, Social and Cultural Rights (1976)
- The ten principles established in the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights
- The Organization of Economic Cooperation and Development Guidelines for Multinational Enterprises
- Freedom of Association and Protection of the Right to Organize (1948)
- Right to Organize and Collective Bargaining Convention (1949)
- Forced Labor Convention (1930)
- Abolition of Forced Labor Convention (1957)
- Minimum Age Convention (1973)
- Worst Forms of Child Labor Convention (1999)
- Equal Remuneration Convention (1951)
- Discrimination (Employment and Occupation) Convention (1958)

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