

SECOND STAGE

REGULATIONS FOR THE DIVESTMENT OF THE SHARES OWNED BY EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P. IN UNE EPM TELECOMUNICACIONES S.A.

Medellín, November 13, 2025

WARNING

The present divestment regulations for the Second Stage (the "Second Stage Regulations") have been issued by **EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.** ("**EPM**"), an industrial and commercial state-owned company of district order, subject to the public utilities regime, with corporate domicile in Medellín, Colombia, and identified with TIN 890.904.996-1, in accordance with the provisions of District Agreement No. 009 of 2024 issued by the District Council of Medellín and the decision of the EPM Board of Directors recorded in Minutes No. 1815 of July 1, 2025, through which the Divestment Program of five million fifteen thousand thirty-two (5,015,032) ordinary shares (the "Class A Shares") and three (3) preferred dividend shares without voting rights (the "Class B Shares") and together with the Class A Shares, the "Shares") owned by EPM in **UNE EPM TELECOMUNICACIONES S.A.** ("**UNE**") was approved.

The terms used with an initial capital letter in these Second Stage Regulations that do not correspond to proper names or legal norms will have the meaning indicated for them in the definitions. Terms denoting the singular also include the plural and vice versa, unless the context dictates otherwise.

The purpose of these Second Stage Regulations is to serve as an informational instrument, and they are provided solely for use by Interested Parties as support in submitting Purchase Proposals for the Shares.

The content of this document shall not be considered as a promise or statement regarding past or future facts or acts. This information has been prepared to help Interested Parties conduct their own evaluation of the Shares and is not intended to be exhaustive nor include all the information that a potential investor may require or desire.

The submission of a Purchase Proposal constitutes the acknowledgment and agreement of the Interested Party that EPM, its directors, officers, employees, agents, representatives, advisors and/or consultants shall not be subject to any liability or obligation arising from the divestment process or any other information provided (whether verbally or in writing) in relation to the divestment process of the Shares. In particular, no representation or warranty is given with respect to the achievement or reasonableness of future projections, prospects, or operating or financial performance, if any.

Neither the receipt of the Second Stage Regulations by any person, nor the information contained in this document or provided in conjunction with it, or subsequently communicated to any person, whether verbally or in writing, regarding the divestment process, constitutes the granting of investment, legal, tax, or other advice to any such person by EPM, its respective directors, officers, employees, agents, representatives, advisors, or consultants.

Neither EPM, nor its directors, officers, employees, agents, representatives, advisors or consultants, guarantees the integrity, accuracy, sufficiency and quality of UNE's information provided in the development of the Divestment Program and, consequently, is not responsible for the use of this information or for any inaccuracy thereof.

Interested Parties must inform themselves about all applicable legal requirements according to their nature and comply with them. Neither EPM, nor its directors, officers, employees, agents, representatives, advisors and/or consultants, shall have the obligation to reimburse or compensate Interested Parties for any costs or expenses incurred by them in evaluating or proceeding in accordance with these Second Stage Regulations or otherwise incurred with respect to the divestment process and the transaction.

EPM reserves the right, at its discretion, in accordance with Applicable Laws and these Second Stage Regulations, to suspend or cancel the process at any time. EPM also reserves the right, at its discretion, in accordance with Applicable Laws to: (i) modify or add to the Second Stage Regulations; and (ii) extend or modify the schedule for the divestment process, all without the need to give prior notice or notification to any person, in which case no Interested Party shall have the right to make any claim against EPM and its respective directors, officers, employees, agents, representatives, advisors or consultants. Under no circumstances may a lawsuit or claim of any nature be filed against EPM or any of its directors, officers, employees, agents, representatives, advisors, or consultants as a result of such decision.

Neither the Second Stage Regulations nor any other written or verbal information provided to an Interested Party or their respective advisors, representatives and/or attorneys shall constitute or be considered as any contractual relationship.

The Second Stage Regulations have been prepared solely for the purposes described above and with the express understanding that each Interested Party will use them only for that purpose.

By providing these Second Stage Regulations, EPM does not assume any obligation to correct, modify or update the information contained in this document, or to provide any potential investor or any person access to any additional information.

If any of the deadlines indicated in this document falls on a day that is not a Business Day, such deadline will be extended to the next Business Day in Colombia.

The Second Stage Regulations and the divestment process will be governed by the laws of the Republic of Colombia, and any conflict and/or controversy arising in relation to them will be resolved exclusively by Colombian judges and courts.

THE SUBMISSION OF A PURCHASE PROPOSAL IN THE SECOND STAGE CORRESPONDS TO AN INFORMED AND INDEPENDENT DECISION BY INTERESTED PARTIES, BASED ON THEIR OWN ANALYSES, INVESTIGATIONS, EXAMINATIONS, INSPECTIONS, AND NOT ON ANY DOCUMENT, MATERIAL OR INFORMATION FROM EPM, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS OR CONSULTANTS, NOR THE RECEIVING ENTITY FOR PURCHASE PROPOSALS FOR THE SECOND STAGE.

NEITHER THE SELLER, NOR THE RECEIVING ENTITY FOR PURCHASE PROPOSALS FOR THE SECOND STAGE, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS OR CONSULTANTS, ASSUMES ANY RESPONSIBILITY FOR FACTS OR CIRCUMSTANCES RELATED TO (I) INSOLVENCY OR LIQUIDITY RISKS OF UNE EPM TELECOMUNICACIONES S.A.; (II) SOLVENCY RISKS OF UNE EPM TELECOMUNICACIONES S.A.'S DEBTORS; (III) EXISTENCE, VALUE, QUALITY AND LEGAL, ECONOMIC, PATRIMONIAL, FINANCIAL, COMMERCIAL, TAX, LABOR SITUATION OF UNE EPM TELECOMUNICACIONES S.A.; (IV) UNE EPM TELECOMUNICACIONES S.A.'S RIGHTS, GOODS OR ASSETS, TANGIBLE OR INTANGIBLE; (V) UNE EPM TELECOMUNICACIONES S.A.'S LIABILITIES; AND (VI) ANY TYPE OF CONTINGENCY OF UNE EPM TELECOMUNICACIONES S.A.

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1 GLOSSARY

Unless expressly stated otherwise, the terms defined in this section or defined in other sections of these Second Stage Regulations that are not proper names shall have the meaning indicated below.

Any definition in the singular also includes its corresponding plural, and vice versa, when the context so requires.

Shares: means the five million fifteen thousand thirty-two (5,015,032) Class A Shares and the three (3) Class B Shares owned by EPM in UNE, equivalent to fifty point zero zero zero zero one percent (50.00001%) of the subscribed and paid-in capital stock of said company and which constitute the object of the divestment process.

Class A Shares: means those ordinary shares whose holders shall have the right to: 1) participate in the deliberations of the General Shareholders' Meeting and vote in it; 2) receive the proportional share of social benefits established in the end-of-year balance sheets, subject to the provisions of these Bylaws and the Applicable Laws; 3) freely inspect, within fifteen (15) Business Days prior to the meetings of the General Shareholders' Meeting of UNE EPM Telecomunicaciones S.A., in which end-of-year balance sheets are considered, the books and other documents referred to in Articles 446 and 447 of the Commercial Code; 4) receive, in proportion to the value of their shares, a part of the company's assets at the time of liquidation and after payment of UNE EPM Telecomunicaciones S.A.'s external liabilities; and 5) the other rights and obligations established in the Bylaws and the Shareholders' Agreement of UNE EPM Telecomunicaciones S.A.

Class B Shares: means those preferred dividend shares without voting rights whose holders shall have the right to: 1) receive a minimum annual dividend equivalent to two (2) times the dividend received by a Class A Share, which will be paid preferentially with respect to that corresponding to Class A Shares; 2) the preferential reimbursement of contributions once external liabilities are paid, in case of dissolution of UNE EPM Telecomunicaciones S.A.; 3) the other rights provided for Class A Shares, except for participating in UNE EPM Telecomunicaciones S.A.'s General Shareholders' Meeting and voting in it; and 4) the other rights and obligations established in UNE EPM Telecomunicaciones S.A.'s Bylaws and Shareholders' Agreement.

Remaining Shares: means the Shares that have not been allocated to the Recipients of Special Conditions referred to in Article 3 of Law 226 and Article 16 of Law 789/2002 in the divestment process of the First Stage, and which constitute the object of the divestment regulated through this document.

UNE Shareholders' Agreement: means the current shareholders' agreement signed between EPM, Millicom Spain S.L., Peak Record S.L., Peak Five S.L., Global Albion S.L. and Global Locronan S.L. that regulates and establishes the terms and conditions governing the relationships between UNE EPM Telecomunicaciones S.A. shareholders, as it has been amended and waived from time to time. These documents may be requested by Interested Parties as Additional UNE Information in accordance with the rules and procedures set forth in these Second Stage Regulations.

Addenda: means the clarifying or modifying documents of these Second Stage Regulations and other documents adopted in accordance with the provisions established in these Second Stage Regulations.

Adherence to UNE EPM Telecomunicaciones S.A.'s Shareholders' Agreement: is the document that must be signed by all individuals who wish to submit a Purchase Proposal, through which they adhere to UNE EPM Telecomunicaciones S.A.'s Shareholders' Agreement, which must be delivered within the Economic Offer Envelope.

Award: is the act by which EPM determines the Awardee of the Remaining Shares and formally accepts its Purchase Proposal, in accordance with these Second Stage Regulations and other documents adopted in development of the provisions established in these Second Stage Regulations.

Awardee: means the Prequalified Investor to whom the Remaining Shares are awarded in the Second Stage of the Divestment Program at the Award Hearing.

Annexes: means the following documents that form part of these Second Stage Rules:

- Annex 1 – Confidentiality Agreement
- Annex 2 – Financial Certification
- Annex 3 – Customer Knowledge Form
- Annex 4 – Prequalification Request Letter
- Annex 5 – Economic Offer Format
- Annex 6 – Power of Attorney Form – Natural Persons
- Annex 7 – Power of Attorney Form – Entities Other Than Natural Persons
- Annex 8 – Power of Attorney Form – Consortium
- Annex 9 – Authorization for Personal Data Processing
- Annex 10 – Accession Agreement to the UNE EPM Telecomunicaciones S.A. Shareholders' Agreement
- Annex 11 – Third-Party Registration Form
- Annex 12 – Letter Requesting Access to Additional Information from UNE EPM Telecomunicaciones S.A.

Award Hearing: means the public session that will be held to carry out the Award of the Remaining Shares to the Awardee who submits the Economic Offer with the highest price for them, in accordance with the rules contained in these Second Stage Regulations, in the Addenda that modify them, the instructions for the Award Hearing, Notices, and other documents adopted for this purpose in development of the provisions established in these Second Stage Regulations or any of the respective documents.

Notice of Commencement of the Second Stage: means the notice that will be published in two (2) newspapers with wide circulation in the national territory through which EPM will initiate the Second Stage Public Offering. The notice will include the Award Hearing Date.

Notice of Initiation of the Information and Prequalification Process: means the notice that will be published in two (2) widely circulated newspapers in the national territory, through which EPM will invite all Interested Parties to access the Data Room that is available to facilitate their access to information, evaluation and analysis, and will inform the Interested Parties that they may submit the pre-qualification documents established in section 6.1.2 of these Second Stage Regulations.

Notice of Interruption: means the notices that will be published in at least two (2) newspapers with wide circulation in the national territory, in order to interrupt the term of the Second Stage Public Offering, if such interruption occurs or is necessary.

Resumption Notice: means the notices that will be published in at least two (2) newspapers with wide circulation in the national territory, in order to restart the period of the Second Stage Public Offering that has been interrupted by a Notice of Interruption.

Notices: means the Notice of Commencement of the Second Stage, the Notice of Initiation of the Information and Prequalification Process, the Notice of Interruption, the Resumption Notice, as well as any other notice published in accordance with the provisions of these Second Stage Regulations.

Beneficial Owner: has the meaning attributed to it in Article 6.1.1.1.3 of Decree 2555/2010, and other regulations that replace, modify, add to, or complement it.

BTG Pactual: means BTG Pactual S.A. Comisionista de Bolsa, the entity contracted by EPM to support the process of divesting the Shares, responsible for, among other functions, (i) structuring the divestment of the Shares, (ii) performing the valuation, and (iii) conducting the review and verification of compliance with the know-your-customer requirements within the Money Laundering and Financing of Terrorism Risk Management System (SARLAFT) by the Interested Parties, in accordance with Applicable Laws.

Prequalification Request Letter: means the letter that the Interested Party must sign and submit, which is part of the documents to be included in the Prequalification Envelope in order to participate in the Prequalification Process, the format of which is contained in Annex 4.

Confidentiality Agreement: means the agreement that must be signed by each Interested Party who, after reviewing the information available in the Data Room, expresses the intention to continue in the process and requests Additional Information from UNE by sending a communication signed in accordance with the terms of Annex 12. The Confidentiality Agreement is attached to the Second Stage Regulations as Annex 1.

Consortium: Means the association of two (2) or more natural and/or legal persons who, through a consortium agreement, unite with the exclusive purpose of jointly participating in the Second Stage of the Process for the acquisition of the Remaining Shares. The Consortium will act through a common representative with sufficient and irrevocable powers during the duration of the divestment process, and its members will be jointly and/or severally responsible for the full and timely compliance with the obligations arising from these Second Stage Regulations.

The Consortium must be formalized through a consortium document that, at a minimum, contains: (i) complete identification of all its members and of its common representative, specifying powers; (ii) the percentages of economic participation and decision-making of each member; (iii) the rule for allocating the Shares among the members in case of award and the conditions for its perfection; (iv) the term of validity of the Consortium, which must cover, at a minimum, the entire Second Stage of the process and the closing of the transaction; and (v) the express stipulation that the purpose of the Consortium is exclusive for the submission of the Purchase Proposal and, if applicable, the acquisition of the Shares subject to divestment.

Control: means, with respect to a person, when its decision-making power is subject to the will of another person or persons that is its parent or controlling entity, either directly, in which case it will be called a subsidiary, or with the participation or through the subsidiaries of the parent, in which case it will be called a subsidiary. Control shall be presumed to exist when any of the subordination presumptions provided for in Article 27 of Law 222/1995 are present.

Recipients of Special Conditions: means, in accordance with the provisions of Article 3 of Law 226 and Article 16 of Law 789/2002, the following persons and entities:

- (a) Active and retired employees of UNE and of entities in which it has a majority stake;
- (b) Former employees of UNE and of entities in which it has a majority stake, provided they were not dismissed for Just Cause;
- (c) Associations of employees or former employees of UNE;
- (d) Labor unions duly constituted in accordance with Applicable Law;
- (e) Federations and confederations of labor unions duly constituted in accordance with Applicable Law;
- (f) Employee funds duly constituted in accordance with Applicable Law;
- (g) Mutual investment funds duly constituted in accordance with Applicable Law;
- (h) Severance and pension funds duly constituted in accordance with Applicable Law;
- (i) Cooperative entities as defined by cooperative legislation, duly constituted in accordance with Applicable Law; and
- (j) Family Compensation Funds duly constituted in accordance with Applicable Law.

Business Day: means any calendar day from Monday to Friday, excluding holidays established in the Republic of Colombia. In the event that the last day of any period established in these Second Stage Regulations is not a Business Day, the last day of such period shall be the Business Day following the aforementioned calendar day. When the Second Stage Regulations refer to day and nothing else is specified, it shall be understood as a Business Day. A Business Day will be business hours between 8:00 a.m. and 4:00 p.m. (Colombian time). In any case, the Business Day on which any deadline ends will be valid until 4:00 p.m. of that day.

Receiving Entity for Purchase Proposals: is the entity identified in the Notice of Commencement of the Second Stage, and through which the Purchase Proposals will be received in the Second Stage. The Receiving Entity for Purchase Proposals may be EPM or a third party duly contracted, directly or indirectly, for this purpose and, in either case, both EPM and the third party that may be contracted for such purpose (if applicable) must take all necessary measures to ensure security in the processes and the verifications that are appropriate, with respect to the Purchase Proposals.

EPM or Seller: means EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.

Bylaws or Articles of Association: means the bylaws of UNE EPM Telecomunicaciones S.A., contained in Public Deed No. 2183 of June 23, 2006, along with all its amendments.

Stages: means any of the stages into which the Divestment Program is divided.

Subsequent Stages: means the stages of the Divestment Program in which the Shares that have not been acquired in the Second Stage are offered, under the terms established in the Divestment Program, according to the instructions and procedures determined by EPM for this purpose in compliance with the applicable norms, rules, and conditions, which will be reflected in the corresponding divestment regulations.

Award Date: is the date on which the Award Hearing will be held and the Shares will be awarded, which will be indicated in the Notice of Commencement of the Second Stage.

Closing Date: is the date on which the activities described in section 7.8.2 of these Second Stage Regulations will be carried out.

Economic Offer Format: is the model form included as Annex 5 of the Second Stage Regulations, which will contain the Economic Offer of each Prequalified Investor, in accordance with section 6.1.2 of these Second Stage Regulations. This format must be included in the Economic Offer Envelope in accordance with the provisions of section 6.1.2 of these Second Stage Regulations.

Resumption Date: means the Business Day indicated in the Resumption Notice, through which, after an interruption occurs, the Second Stage will be resumed.

EPM Shareholders Group: means EPM and any person who acquires any of EPM's Shares and who must sign the Adherence to the UNE Shareholders' Agreement, in accordance with the provisions of the UNE Shareholders' Agreement. In any case, for the sake of clarity, it is clarified that the Recipients of Special Conditions who acquire shares in the First Stage are not part of the EPM Shareholders Group.

Business Group: two (2) or more legal entities (incorporated or to be incorporated by the Closing Date), whether of Colombian or foreign nationality, Controlled by the same Beneficial Owner. In the case of a business group formed in accordance with Colombian law, the formation and existence of the business group must comply, in any case, with Law 222 of 1995 and the regulations that modify or replace it, including the obligation to register the control situation and/or the business group situation, as applicable, in the commercial registry of the competent Chamber of Commerce.

Additional Information on UNE: means the UNE Shareholders' Agreement, information that is classified as restricted and confidential, which may be requested by Interested Parties by sending a communication signed in accordance with Annex 12 to dep01940836@epm.com.co, with a copy to uo0836@epm.com.co, attaching Annex 1 (Confidentiality Agreement) signed and the form included in Annex 3 (Customer Knowledge Form), during the Information Period. EPM reserves the right to respond positively or negatively to the request according to the result of the know-your-customer process.

Interested Party: means any individual Person, or jointly with other(s) belonging to the same Business Group or Consortium, who has an interest in submitting a Purchase Proposal.

Prequalified Investor: means the Interested Party that has been pre-qualified through the Prequalification Process.

Law 226: means Law 226 of 1995, as it may be amended from time to time.

Applicable Laws: means any national, regional, departmental, district, local, municipal rule or regulation (including the Political Constitution of Colombia, laws, decrees, ordinances, orders, agreements, directives, policies, requirements or any other governmental restriction, or any other requirement issued or enacted by a governmental authority) in force at the time of issuance of these Second Stage Regulations or that comes into force in the future and that is applicable hereto.

Members: means any of the Persons that make up a Consortium.

Acceptable Offer: means the Economic Offers submitted by Prequalified Investors that meet the requirements established in section 7.3 of these Second Stage Regulations and that are declared as such by the Receiving Entity for Purchase Proposals at the Award Hearing.

Economic Offer: means the irrevocable and unilateral declaration of intent through which a Prequalified Investor formulates an economic offer, with the purpose of becoming the Awardee of all the Remaining Shares. The Economic Offer shall be understood to be for the entirety of the Remaining Shares, under the “all or nothing” modality, so that partial Purchase Proposals will not be accepted.

Public Offering in the Second Stage or Public Offering: means the public offering for the sale of the Shares made by the Seller, under the terms of these Second Stage Regulations and in the other documents adopted in development of the provisions hereof, and which will be communicated in the Notices established in these Second Stage Regulations.

Colombian Pesos / COP: means the legal currency of Colombia.

Information Period: means the period during which Interested Parties may access the Data Room, which begins on the Business Day following the publication of the Notice of Initiation of the Information and Prequalification Process and ends on the Business Day prior to the Award Date.

Prequalification Envelope Submission Period: means the period during which the Prequalification Envelopes indicated in the Notice of Initiation of the Information and Prequalification Process that is published in accordance with the provisions of section 6.5 of these Second Stage Regulations may be submitted.

Final Price: means the result of multiplying the total number of Remaining Shares by the Minimum Price of each Share of the Remaining Shares in the Second Stage.

Minimum Price of each Share of the Remaining Shares in the Second Stage: is COP 418,741. This price may be updated at EPM’s discretion after twelve (12) months have elapsed from the date of approval of the Divestment Program (that is, starting from July 1, 2026).

First Stage: means the first stage of the Divestment Program, in which the public offering of sale in the first stage is carried out, directed at the Recipients of Special Conditions.

Information, Analysis, and Evaluation Process: means the information review, analysis, and evaluation activities that Interested Parties may freely and voluntarily carry out during the Information Period, for which the Data Room is made available to Interested Parties and the opportunity to ask questions is granted, subject to compliance with the requirements established in these Second Stage Regulations.

Prequalification Process: means the process that will be carried out under the terms provided in these Second Stage Regulations, and which will aim to evaluate and verify that the Interested Parties who have submitted a Prequalification Envelope meet the characteristics established in sections 6.1, 6.2 and 6.3 of these Second Stage Regulations, so that they can be considered Prequalified Investors and can participate in the Award Hearing.

Divestment Program: means the program for the divestment of the Shares owned by the Seller, which was approved by the EPM Board of Directors in a meeting held on July 1, 2025, corresponding to Minutes No. 1815.

Purchase Proposal: means the submission of the Economic Offer Envelope and each of the valid and binding statements contained in the documents that will be in each of the aforementioned envelopes, duly presented in accordance with section 6 of these Second Stage Regulations.

Second Stage Regulations: means these regulations for the divestment and award of Shares, jointly considered with their Annexes and Addenda.

RNVE: means the National Registry of Securities and Issuers, regulated by Law 964/2005 and Decree 2555/2010, as amended from time to time.

Data Room: Means the virtual data room located on the website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>, which contains information of UNE EPM Telecomunicaciones S.A. that Interested Parties may evaluate, under the terms and conditions established in these Second Stage Regulations.

Second Stage: means the stage of the Divestment Program in which the Remaining Shares are offered, under the terms established in the Divestment Program and in these Second Stage Regulations.

Economic Offer Envelope: is the sealed envelope or email, depending on whether the Award Hearing is in-person or virtual, that will contain the Economic Offer Form that must be submitted on the date of the Award Hearing along with the other documents indicated in section 7.4 of these Second Stage Regulations.

Prequalification Envelope: means the email that will contain the documents indicated in section 6.1.2 and section 6.4 of the Second Stage Regulations that the Interested Party must submit within the Prequalification Envelope Submission Period.

Financial Superintendence of Colombia or SFC: means the technical body attached to the Nation, whose functions consist of inspection, surveillance, and control over those who carry out financial, securities-market, insurance, and any other activities related to the collection of money from the public.

TRM: Means the Representative Market Exchange Rate certified by the Financial Superintendence of Colombia.

UNE: means UNE EPM Telecomunicaciones S.A.

2 INTRODUCTION

These Second Stage Regulations have been issued by EPM in development of the provisions of District Agreement No. 009 of 2024, and the decision of the EPM Board of Directors taken on July 1, 2025, corresponding to Minutes No. 1815, through which the Divestment Program of five million fifteen thousand thirty-two (5,015,032) Class A Shares and three (3) Class B Shares owned by EPM in UNE was approved, corresponding to fifty point zero zero zero zero one percent (50.00001%) of the total subscribed, paid-in, and outstanding capital stock of UNE.

3 BACKGROUND

- (i) That UNE EPM Telecomunicaciones S.A. was incorporated in accordance with the laws of the Republic of Colombia, as a corporation, of a commercial nature, with its corporate domicile in the city of Medellín, Department of Antioquia, identified with TIN. 900.092.385-9 and incorporated through Public Deed 2183 granted at Notary Office Twenty-Six of Medellín, registered in the Chamber of Commerce of Medellín, on June 23, 2006, in book 9 under number 6564.
- (ii) That, in accordance with its Bylaws, UNE's corporate purpose is to provide telecommunications services, information and communications technologies, information services, and related and/or associated complementary activities.
- (iii) That, for the purposes of its direction, administration, and representation, UNE EPM Telecomunicaciones S.A. has the following bodies: (a) General Shareholders' Meeting; (b) Board of Directors; and (c) President. Each of these bodies exercises the functions and powers that are inherent to them in accordance with Applicable Laws and with its Bylaws.
- (iv) That EPM owns 50.00001% of UNE's shares.
- (v) That, on July 2, 2024, as recorded in Minutes No. 1796, the EPM Board of Directors recommended to the CEO that a request be made to the Mayor of the District of Medellín for the presentation, before the District Council of Medellín, of a draft agreement for the latter to authorize the divestment, under the terms of Law 226, of EPM's shareholdings in UNE and Inversiones Telco S.A.S.
- (vi) That, on July 22, 2024, the Mayor of Medellín, exercising his legal and constitutional powers, especially those conferred by Article 17 of Law 226, submitted for consideration to the District Council of Medellín the draft agreement, by means of which the sale of the Shares is authorized.
- (vii) That, on August 21, 2024, the District Council of Medellín, in compliance with the provisions of Article 17 of Law 226, through District Agreement 009 of 2024, authorized EPM to divest its shareholdings in UNE, under the following terms:

Article 1. Authorize Empresas Públicas de Medellín E.S.P. to fully or partially divest the shares it owns or may own in UNE EPM Telecomunicaciones S.A. and in Inversiones Telco S.A.S.

Article 2. The divestment to be carried out by Empresas Públicas de Medellín E.S.P. shall be performed in accordance with technical studies and one or several predefined programs that are consistent with the principles of democratization, preference, protection of public property and continuity of service, pursuant to the terms, procedures and provisions of Law 226 of 1995. (...)

- (viii) That, on July 1, 2025, the EPM Board of Directors, as recorded in Minutes No. 1815, approved the “Program for the Divestment of the Shares owned by EPM in UNE” and authorized the CEO to issue the necessary regulations for the execution of the Divestment Program.
- (ix) That the Divestment Program and these Second Stage Regulations were designed based on specialized technical and financial valuation studies, with the support of suitable private institutions contracted for this purpose. These Second Stage Regulations contain a Minimum Price of each Share of the Remaining Shares in the Second Stage, based on the technical-financial appraisal prepared, as established in Article 7 of Law 226 and in accordance with the provisions of Article 60 of the Political Constitution of Colombia.
- (x) That a copy of the project design for the Divestment Program was filed with the Office of the Ombudsman on July 8, 2025, in order to comply with paragraph 2 of Article 7 of Law 226.
- (xi) That the purpose of the Divestment Program is to divest EPM’s shareholdings in UNE through a process that, under the framework of Law 226, guarantees wide publicity and free competition, and promotes broad participation in UNE’s shareholdings through the granting of special conditions to the Recipients of Special Conditions in a first stage and, if necessary, the remaining shares are divested in a second stage or in subsequent stages.
- (xii) That the divestment of the Shares will be carried out in three (3) or more stages, as follows:
 - (a) the First Stage, during which a public offering of all the Shares would be made to the Recipients of Special Conditions, at a price per share determined for the First Stage and under conditions of wide publicity and free competition;
 - (b) the Second Stage, during which the Shares that are not acquired by the Recipients of Special Conditions in the First Stage will be offered for sale, under the conditions established in the Divestment Program and using mechanisms that guarantee conditions of wide publicity, competition, transparency and free competition, with the possibility of offering such Shares in local and/or international markets, to natural or legal persons and entities of other legal nature, such as autonomous equities and other investment vehicles without legal personality, both national and foreign, that have the legal capacity to participate in the share capital of UNE, provided that they comply with the requirements established in the Divestment Program, in the regulations for divestment and award adopted by EPM for the Second Stage, in the Second Stage offer notice and in the other documents issued for these purposes, in order for them to submit Purchase Proposals for all the Shares that have not been awarded in the First Stage and for those Shares that, having been awarded in the First Stage, are not paid in a timely manner by the Awardees; and
 - (c) the Subsequent Stages, during which the Shares that are not acquired in the Second Stage may be offered, in one or more subsequent stages, according to the instructions and procedures determined by EPM for this purpose in compliance with the applicable rules, regulations and conditions in the Divestment Program, and which will be reflected in the corresponding divestment regulations.

- (xiii) That UNE EPM Telecomunicaciones S.A.'s Shares were temporarily registered in the National Registry of Securities and Issuers (RNVE) through Resolution No. 1846 of October 3, 2025 by the Financial Superintendence of Colombia (SFC).
- (xiv) That on October 10, 2025, the public offering aimed at the Recipients of Special Conditions began in the development of the First Stage of the Divestment Program, which should conclude on December 10, 2025.
- (xv) Prior to the start of the Second Stage of the Divestment Program, the Information, Analysis, and Evaluation Process will begin with the purpose of allowing Interested Parties who wish to participate in the Second Stage to access the Data Room so that they can, freely, voluntarily, and at their own risk, access UNE EPM Telecomunicaciones S.A.'s information, conduct their own evaluation and analysis, and learn about the rules that will govern the Second Stage of the Divestment Program. For the above, the Notice of Initiation of the Information and Prequalification Process will be published on EPM's website and through the publication of a notice in two (2) widely circulated national newspapers, informing potential investors of the start of the Information Period and the opening of the Data Room.
- (xvi) The publication of the Notice of Initiation of the Information and Prequalification Process cannot be considered in any way as a public offering for sale, nor as an invitation to submit purchase offers. Therefore, it is at the risk and responsibility of each Interested Party to assume the consequences of whether or not the Public Offering in the Second Stage takes place in the Divestment Program, or if the number of Remaining Shares is lower than the Shares, and no liability can be attributed to EPM, its directors, officers, employees, agents, representatives, advisors and/or consultants for this reason.
- (xvii) Considering the aforementioned background, EPM wishes to divest its shareholdings in UNE, in accordance with the rules and principles of Law 226.

3.1 General Objectives

The main objective pursued with the Second Stage is for the Remaining Shares to be acquired by the general public, by way of purchase and sale, in compliance with the provisions of Section 3.2 of the Divestment Program.

The objective of the Second Stage Regulation is to establish: (i) the rules, procedures, conditions, and modalities corresponding to the Public Offering in the Second Stage and the development of the Second Stage; (ii) the rules applicable to the submission of Purchase Proposals; (iii) the mechanisms and rules applicable to remedy the Purchase Proposals submitted; (iv) the rules corresponding to the Award in the Second Stage; and (v) in general, all aspects required to develop and complete or terminate the Second Stage.

3.2 Basis for the Second Stage of the Divestment Program

The Second Stage is carried out in accordance with the rules for the divestment of state-owned shareholdings set forth in Article 60 of the Political Constitution of Colombia and in Law 226. Likewise, the Second Stage must be carried out in accordance with the provisions of the Divestment Program and the jurisprudence of the Constitutional Court and the Council of State on the matter.

4 PURPOSE AND LEGAL FRAMEWORK

4.1 Purpose

The purpose of these Second Stage Regulations is to establish the rules and procedures applicable to the Public Offering in the Second Stage that EPM will carry out, in such a way that the principles established in Article 60 of the Political Constitution of Colombia, in Law 226, and in the Divestment Program are fulfilled.

4.2 Legal Framework

The process of divestment and award of the Shares is governed by the provisions contained in Article 60 of the Political Constitution of Colombia and in Law 226. The process of divestment and award is also governed, in particular, by the rules contained in the Divestment Program, in the Second Stage Regulations and in the Addenda that modify them, by the provisions in the Notice of Commencement of the Second Stage and other documents adopted for this purpose in development of the provisions in these Second Stage Regulations, as well as by any other norms of Colombian law that are applicable hereto, which, according to Colombian law, are presumed to be known by all Interested Parties.

In accordance with Article 2 of Law 226, in processes for the divestment of state-owned shareholdings, mechanisms shall be used that guarantee wide publicity and free competition, and procedures that promote broad participation in the share ownership subject to divestment. Likewise, in accordance with Article 2 of Law 226, this process is not subject to the rules and provisions contained in Law 80/1993 or the norms that amend it and its regulatory decrees.

4.3 Jurisdiction

Any dispute related to the Divestment Program, the Second Stage Regulations, the Public Offering in the Second Stage, the Awards in the Second Stage, and the consequent purchase and sale relationship of the Remaining Shares and any other aspects related to the development and execution of the Public Offering in the Second Stage and of the Second Stage Regulations themselves shall be subject to the jurisdiction of the judges of the Republic of Colombia.

5 GENERAL TERMS AND CONDITIONS

5.1 Acceptance of the Terms of the Second Stage Regulations

The mere submission of a Purchase Proposal or of the Prequalification Envelope constitutes, in each case, an express manifestation by the Prequalified Investor or the Interested Party, as applicable, of knowing and accepting the terms and conditions established in the Divestment Program, in these Second Stage Regulations, in the Notices, and in the other related documents and norms applicable to the Divestment Program.

5.2 Statements Regarding the Offered Shares

EPM declares:

- (i) That the Remaining Shares are free from encumbrances or limitations on ownership and are not subject to precautionary measures.

- (ii) That it is not aware of any lawsuit or pending event regarding said Remaining Shares that may, directly or indirectly, affect their ownership.
- (iii) That it is not aware of the existence of limitations or conditions on negotiability other than those established in the Bylaws and in the Shareholders' Agreement of UNE EPM Telecomunicaciones S.A.
- (iv) That it has available to Interested Parties the certificate issued by UNE EPM Telecomunicaciones S.A.'s statutory auditor certifying that, in this company's shareholder registry book, the Shares appear in EPM's name and that they are free from any limitation on ownership rights.
- (v) That on the Award Date, it will make available to Prequalified Investors the certificate issued by UNE's statutory auditor, which will certify that, in the company's shareholder registry book, the Remaining Shares will appear in EPM's name and that they will be free of any limitation on ownership rights.
- (vi) That the Interested Party and the Prequalified Investor natural persons, or the natural person representative of the Interested Party or Prequalified Investor legal entity, understand that with the submission, as applicable, of the Purchase Proposal and the Prequalification Envelope, together with their respective Annexes, they authorize the processing of their non-public personal data by the agents that act as controllers or processors in the development of the Divestment Program for these purposes, under the terms and conditions described in section 5.10 of these Second Stage Regulations and subject to the provisions of Law 1581, Decree 1377/2013, Decree 886/2014 and other regulations that complement, modify, and/or repeal them; and
- (vii) That, in compliance with Law 1581 and Decree 1377/2013, in the development of the Divestment Program, the non-public personal data of Interested Parties who are natural persons will only be processed for the purposes and for the duration provided in section 5.10 of these Second Stage Regulations.

5.3 Share Registration and Administration

The Shares were temporarily registered in the National Registry of Securities and Issuers (RNVE) through Resolution No. 1846 of October 3, 2025, by the SFC.

5.4 Circulation and Administration of Remaining Shares

The Remaining Shares have been issued, and the share certificates representing them are held at EPM's offices for administration and safekeeping.

The Remaining Shares are registered, and their transfer only takes effect with respect to UNE and third parties once the transfer is registered, and/or recorded in book-entry form, in favor of the new holder in UNE's shareholder registry book.

5.5 Authorized Representatives

Representation shall be accredited through a power of attorney granted by the person conferring the respective representation, in accordance with the laws of the Republic of Colombia, and using the formats attached as Annex 6, Annex 7, and Annex 8 of these Second Stage Regulations, as applicable.

Identity and, if necessary, nationality shall be verified with the corresponding Citizen's ID card, temporary ID that serves as a Citizen's ID, Foreigner ID card, or passport, as applicable.

5.6 Sanctions

The fines or penalties provided for in the Divestment Program and in the Second Stage Regulations will be enforceable without prejudice to enforcing, when applicable, the other obligations established in the Purchase Proposal and requiring payment of any damages that may be caused.

5.7 Deadlines and Schedules

- (i) The deadlines referred to in these Second Stage Regulations will expire at four (4:00) p.m. on the respective Business Day, unless a different time is specified in the respective Notices or in any document adopted in development of the provisions of these Second Stage Regulations. Interested Parties and Prequalified Investors must submit Purchase Proposals, requests, inquiries, and/or documents on Business Days.
- (ii) When a deadline is specified in the Second Stage Regulations, in the respective Notices, or in any document adopted in development of the provisions of these Second Stage Regulations, the time indicated by the email server on which the corresponding documents and communications are received shall apply. Regarding the Purchase Proposals or corrections thereto that are sent to EPM, if the Award Hearing is in-person, the time indicated by the clock designated for this purpose in the office where the Purchase Proposals are received will apply.
- (iii) The deadlines established in the Second Stage Regulations may be extended at any time through an Addendum, complying with the necessary formalities.

5.8 Interruption within the Purchase Proposal Period

If, within the aforementioned period, and at the discretion of the Seller, it is decided to interrupt the Second Stage, the Seller will publish an Interruption Notice. The Divestment Program shall be deemed interrupted from the date of publication of the Interruption Notice until the Resumption Date. In this case, the Interruption Notice shall be published in at least two (2) newspapers with wide circulation in the national territory.

During the interruption, the Seller may resume the process in the Second Stage by publishing a Resumption Notice in at least two (2) newspapers with wide circulation in the national territory, which shall include the new conditions under which the Second Stage will continue. The Resumption Notice for the Second Stage shall indicate the new date of the Award Hearing, the deadlines to confirm the new conditions of the Purchase Proposal, the new conditions, and any other relevant information for Interested Parties and Prequalified Investors.

During the interruption period, no Purchase Proposals or documents through which the acquisition of Remaining Shares is intended will be received. In the event that such documents are submitted to the Receiving Entity for Purchase Proposals, it will proceed with their rejection.

5.8.1 Confirmation of the New Conditions

In the event that interruptions occur within the term of the Second Stage, in accordance with the provisions of this [section 5.8.1](#) and as established in the Divestment Program, the Prequalified Investors will have the right to submit a Purchase Proposal, adjusted—if applicable—to the new conditions at the corresponding Award Hearing, on the new date published in the Resumption Notice.

5.9 Inquiries, Addenda, Information Process, and Other Operating Documents

5.9.1 Addenda and Other Operating Documents

EPM may publish any Addenda to these Second Stage Regulations that it deems necessary. The Addenda issued by EPM are an integral part of these Second Stage Regulations and will be made available to Interested Parties and Prequalified Investors through its website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>.

Likewise, EPM or its designee may adopt other operating documents that explain the details of the procedures and requirements requested in these Second Stage Regulations, or for the purposes of the process of receiving Purchase Proposals and awarding the Remaining Shares, which will be an integral part of these Second Stage Regulations and will be made available to Interested Parties and Prequalified Investors who request them through its website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>.

5.9.2 Consultation Period

Starting at 10:00 a.m. on the Business Day following the publication of the Notice of Initiation of the Information and Prequalification Process and up to, at the latest, seven (7) Business Days prior to the date of the Award Hearing, Interested Parties and Prequalified Investors may submit inquiries regarding these Second Stage Regulations.

5.9.3 Submission of Inquiries

All inquiries and other questions related to the Second Stage Regulations and/or the Notices must be submitted in writing, in Spanish, sent via email to the addresses indicated below, also stating the full name or company name of the Interested Party, Prequalified Investor and/or their attorney or legal representative (if applicable), identification of the Interested Party or Prequalified Investor, and the email address where they will receive a response:

Email addresses: dep01940836@epm.com.co, cc: uo0836@epm.com.co.

Subject: Second Stage UNE EPM Telecomunicaciones S.A. Shares Divestment Process – Inquiry

Recipients: Sebastián Méndez Agudelo – Corporate Acquisitions, Mergers and Divestitures Department

In all cases, questions and other communications will be deemed made on the Business Day following the one on which they are received.

5.9.4 Response Procedure

Inquiries and requests will be considered by EPM, and the response will be sent to the inquirer, through the email address registered in the inquiry, within five (5) Business Days following the

inquiry. Notwithstanding the foregoing, the responses to inquiries and requests made by Interested Parties may be published on the website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/> so that they can be consulted by any Interested Party.

The responses and opinions issued will not be considered as a modification of the Second Stage Regulations, nor will they need to be published, unless they are adopted as an Addendum to these Second Stage Regulations.

Inquiries, as well as the issuance of responses, opinions, and Addenda, will not have suspensive effects on the deadlines established in these Second Stage Regulations.

5.10 Personal Data Protection

The Interested Party who is a natural person, or the natural person representative of a legal-entity Interested Party, will voluntarily provide their personal data and confirm, by completing and signing Annex 9, their express authorization for the processing of the personal data provided under the terms specified below.

EPM will be responsible for the processing of non-public personal data of the Interested Party who is a natural person participating in the Divestment Program, data over which it will decide directly and autonomously. As the controller, EPM commits to comply with the provisions of Law 1581/2012 (“Law 1581”), Decree 1377/2013, the norms that modify, complement and/or repeal them, and other internal norms issued by EPM that govern the processing of non-public personal data, and to frame the processing of the data according to the provisions of this section 5.10.

In addition to EPM, the natural persons and the Receiving Entity for Purchase Proposals are controllers of the processing of non-public personal data of the Interested Parties, and are obliged to comply with the provisions of Law 1581, Chapter 25 of Decree 1074/2015, the norms that modify, complement and/or repeal them, and other internal norms that have been issued by such entities to ensure compliance with these legal provisions, in their capacity as controllers, and to frame the processing of data as provided in this section 5.10.

BTG Pactual will act as the processor for the processing of non-public personal data of Interested Parties who are natural persons or of the natural person representative of the legal-entity Interested Party, and is obliged to comply with the provisions of Law 1581, Chapter 25 of Decree 1074/2015, the norms that modify, complement and/or repeal them, and other internal norms issued by BTG Pactual to ensure compliance with these legal provisions, in its capacity as data processor.

Personal data subject to storage, use, transfer, transmission and, in general, manual or automated processing will be processed for the following purposes:

- (i) Analyze, evaluate, and verify that the Interested Parties comply with the terms and conditions of the Divestment Program.
- (ii) For the award of the Remaining Shares subject to the Divestment Program.
- (iii) To address any requirement, request, petition, or inquiry regarding the Divestment Program or these Second Stage Regulations.
- (iv) To carry out the transfer of non-public personal data to other controllers and transmission to processors within the Divestment Program.

- (v) To retain the information of the Interested Parties in accordance with the terms provided by the Applicable Laws for controllers and processors; and
- (vi) In general, to carry out all the procedures associated with the Divestment Program.

Without prejudice to the provisions of section (v) above, the aforementioned information will be used by the controller and processors until the Remaining Shares acquired by the Interested Party that meets the conditions and requirements established for the Divestment Program, in the law and/or in the documents governing the Public Offering in the Second Stage, are awarded; however, its storage will take place as long as required under the terms of the contract and the Applicable Laws, so that if, after the award is carried out, EPM, the Receiving Entity for Purchase Proposals, and/or BTG Pactual were required with respect to the sale of the Remaining Shares and, to respond, needed to consult non-public personal data of any Interested Party, the duration of the personal data processing will be extended until the final resolution of the requirement, request, petition, or inquiry.

In any case, EPM, the Receiving Entity for Purchase Proposals, and BTG Pactual must observe the norms regarding the safeguarding of data that, by the Constitution and/or the Applicable Laws, are subject to confidentiality. For the purposes of transferring and transmitting non-public personal data of the Interested Parties, EPM, the Receiving Entity for Purchase Proposals, and BTG Pactual will agree on the terms and conditions under which these activities will be carried out.

Among the rights held by holders of non-public personal data that are processed or may be processed in the development of the Divestment Program, in accordance with Law 1581, are:

- (i) Know, update, and rectify their personal data with the controllers of the processing or with the processors of the processing. This right may be exercised, among others, with respect to: (a) partial data, (b) inaccurate, (c) incomplete, (d) fragmented, (e) misleading, or (f) those whose processing is expressly prohibited or has not been authorized under the terms of Law 1581 or, failing that, with the norms that regulate, add to, execute, complement, modify, suppress or repeal it and/or with the Political Constitution of Colombia;
- (ii) Be informed by the data controller or by the data processor, upon request, regarding the use given to their personal data, as stated in these Second Stage Regulations.
- (iii) File complaints with the personal data protection authority of Colombia for violations of the provisions in Law 1581 or, failing that, with the norms that regulate, add to, execute, complement, modify, suppress or repeal it and/or with the Political Constitution of Colombia.
- (iv) Revoke the authorization and/or request the deletion of the data when the processing does not respect constitutional and legal principles, rights, and guarantees. The revocation and/or deletion will proceed when the personal data protection authority of Colombia has determined that, in the processing, the controller or processor has engaged in conduct contrary to Law 1581 or, failing that, with the norms that regulate, add to, execute, complement, modify, suppress or repeal it and/or with the Political Constitution of Colombia;

- (v) The request for deletion of information and revocation of authorization will not proceed when the data subject has a legal or contractual duty to remain in the database or the controller has a legal or contractual duty to continue with the processing.

The channel for holders to exercise their rights regarding EPM's processing of their personal data in the share divestment process is the email address dep01940836@epm.com.co, with a copy to uo0836@epm.com.co.

EPM's personal data protection guidelines can be consulted at the web address: <https://www.epm.com.co/clientesyusuarios/aviso-de-privacidad-y-politica-de-proteccion-de-datos-personales/>.

5.11 Costs and Expenses of Participation in the Divestment Process

All costs and expenses, both direct and indirect, related to participation in the Divestment Program shall be borne by each participant.

Neither EPM nor the Receiving Entity for Purchase Proposals will charge Prequalified Investors for receiving and processing Purchase Proposals.

5.12 Language

All questions, answers, actions, and procedures must be conducted in the Spanish language. Documents in a foreign language must be accompanied by an official translation into Spanish, carried out by an authorized official translator in accordance with the Applicable Laws. In the event of any discrepancy between the texts in different languages of any document, the Spanish text shall prevail.

5.13 Apostille and Authentication of Documents

When dealing with public documents issued or originating from abroad, and provided that they have been issued in territories or jurisdictions that are part of the 1961 Hague Convention on the legalization of foreign documents through the "apostille" process, such authentication by apostille will be acceptable, as established in Law 455/1998, through which said convention was incorporated into Colombian legislation.

If the documents have been issued in a territory or jurisdiction that is not part of the 1961 Hague Convention, authentication, legalization, and consularization will be required by the Colombian Consul in the competent jurisdiction or, in the absence of such Consul, by a friendly nation, as established in the applicable procedural norms.

5.14 Information About the Divestment Process

5.14.1 Website

In order to provide wide publicity and promote broad participation, EPM will make available to Interested Parties the information related to the Divestment Program, the Second Stage Regulations, the Addenda, the Notices, and any other information of relevance for the Public Offering and the divestment process on the website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>.

The Second Stage Regulations can be accessed on the website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>.

Additionally, UNE EPM Telecomunicaciones S.A.'s public information can be found in the "SIMEV" hyperlink on the website www.superfinanciera.gov.co. In the "Relevant Information" hyperlink, interested parties can access all the information that UNE EPM Telecomunicaciones S.A. must provide to the SFC in accordance with the provisions of Decree 2555/2010.

The foregoing considering that (i) UNE EPM Telecomunicaciones S.A. is registered in the RNVE as an issuer of debt bonds in accordance with Resolution 0102 of 2016 and its subsequent expansion through Resolution 0133 of 2024, and (ii) the Shares are temporarily registered with the RNVE.

That information which, due to its size, cannot be included on the website may be consulted in an information package that can be obtained by Interested Parties through communication sent to EPM, according to the procedure established in section 5.9.3 of these Second Stage Regulations.

Access to the website by Interested Parties will be at any time, freely and without any cost.

5.14.2 Data Room

Access to the Data Room: To facilitate the Interested Parties' task of conducting their independent review, analysis, and evaluation of UNE EPM Telecomunicaciones S.A.'s information during the Information Period, a virtual Data Room has been prepared and is available on EPM's website <https://www.epm.com.co/institucional/enajenacion-de-acciones-de-epm-en-une/>. The Data Room will contain information about UNE EPM Telecomunicaciones S.A. and about the process for divesting the Shares.

Period and Operation: The Data Room is available from the Business Day following the start of the First Stage and, in any case, will remain in operation for Interested Parties until the Business Day prior to the Award Date.

Inquiries related to the Data Room will be conducted in accordance with section 5.9 of the Second Stage Regulations. In harmony with the principles of transparency and access to information that govern this process, EPM has made available, in a timely and non-discriminatory manner, all pertinent information to which it has access. Since EPM does not hold the status of controlling entity of UNE, its access to certain confidential information of said company is legally limited. Consequently, the official repository of information for Interested Parties and Prequalified Investors is the Data Room, in which the available information about UNE and the information published for this share divestment process is available.

From the beginning of the Information Period, any interested party who, after reviewing the information available in the Data Room, expresses their intention to continue in the process, may request Additional Information from UNE by sending a communication signed in accordance with the terms of Annex 12, which in any case will always be subject to reservation and confidentiality. For this purpose, said Interested Party must (i) send to EPM the communication signed in the terms of Annex 12; (ii) previously sign the Confidentiality Agreement and send it to EPM along with the form included in Annex 3 to carry out the customer due diligence process provided for in section 6.4.2 of these Second Stage Regulations. EPM reserves the right to respond positively or negatively to the request for access to Additional Information from UNE, according to the result of the customer due diligence process. If EPM verifies at any time and by any means that the Interested Party has breached the confidentiality obligations set forth herein, such breach will automatically disqualify the

Interested Party, without the need for any notification, from submitting the Prequalification Envelope or the Purchase Proposal, as applicable, without prejudice to the consequences established in section 5.14.3 of these Second Stage Regulations.

5.14.3 Breach of confidentiality rules

In the event that Interested Parties who have requested Additional Information from UNE and, consequently, have signed the Confidentiality Agreement, breach its terms and conditions, they will assume full responsibility for any damages caused to EPM, UNE, their representatives, directors, administrators, employees, members, advisors, and any other person affected as a result of such breach, without prejudice to the penalties and/or consequences provided for in the Confidentiality Agreement and any other legal actions that may be applicable.

5.15 Disclaimer of Liability for the Information Provided

5.15.1 Independent Decision

The decision to submit or not to submit a Purchase Proposal is a free and independent decision of the Prequalified Investors based on their own analyses, research, examinations, and inspections, and not on any document, material, or information, or on any comment or suggestion, from EPM, its advisors, or any of its representatives, administrators, officers, members, or advisors, or on anything published on the website or in the Data Room.

5.15.2 Disclaimer

Neither EPM, nor its directors, officers, employees, agents, representatives, advisors, or consultants explicitly or implicitly guarantee the completeness, accuracy, sufficiency, and quality of the information provided, whether in oral or written form, whether or not it is part of the website or the Data Room. Consequently, the aforementioned entities or individuals or their representatives cannot be held responsible for the use that may be made of said information or for any inaccuracy of the same, for its deficiencies, or for any other cause.

The temporary registration of the securities in the RNVE does not imply any rating or responsibility on the part of the Financial Superintendence of Colombia (SFC) regarding the price, the quality or marketability of the security, or the solvency of the issuer.

5.15.3 Acceptance of Terms and Conditions

The mere submission of the Purchase Proposal implies full acceptance and understanding of the terms contained in the Divestment Program, the Second Stage Regulations, the respective Notice of Commencement of the Second Stage, and the other documents adopted in development of the provisions established in these Second Stage Regulations. The foregoing is without prejudice to the additional obligations assumed by Prequalified Investors who sign the Confidentiality Agreement to access Additional Information beyond that available in the Data Room.

6 PRE-QUALIFICATION PROCESS

The Prequalification Process will begin on the Business Day following the date of publication of the Notice of Initiation of the Information and Prequalification Process and will be carried out during the Submission Period for the Prequalification Envelope under the conditions specified in these Second Stage Regulations. The Prequalification Process aims to validate and pre-qualify all Interested Parties

who wish to submit a Purchase Proposal and who meet the financial and regulatory requirements (in cases where this requirement applies to the Prequalification Process) established in this section of these Second Stage Regulations.

To be qualified as a Prequalified Investor, the Interested Party must comply with and submit the documents established in sections 6.1, 6.2, 6.3 and 6.4 of these Second Stage Regulations, under the terms, deadlines, and conditions indicated below.

6.1 Ways in which an Interested Party may Pre-Qualify

6.1.1 Possible Combinations for Prequalification

A single Interested Party may participate in the Prequalification Process (i) in several Consortia, as a Member of each of them; (ii) individually and simultaneously as a Member of several Consortia; or (iii) as a Member of several Consortia or individually.

6.1.2 Documents to Submit for the Prequalification Process

The Interested Party must submit the documents and meet the requirements established in this section of the Second Stage Regulations by submitting one or more Prequalification Envelopes, providing a digital copy of the documents that demonstrate the condition and requirement to be accredited, when the same document will be used in several Prequalification Envelopes.

When the Interested Party provides a digital copy of the document, they must (i) include in the other Prequalification Envelopes where said document is part of the requirements to be accredited, a simple copy of the document, and (ii) indicate in the Prequalification Request Letter that is part of the other Prequalification Envelopes the reference to the Prequalification Envelope containing the digital copy of the corresponding document, indicating which specific requirement is being fulfilled with it.

The original copies of the digitally submitted documents may only be required if the Interested Party is pre-qualified, and must be submitted along with the Economic Offer, exclusively for support and document verification purposes, without such submission implying validation, evaluation, acceptance, modification, or amendment of the Economic Offer, nor being understood as part of it.

6.1.3 Submission of Purchase Proposal at the Award Hearing

A single Interested Party may submit the corresponding Purchase Proposals during the Award Hearing only in one of the following capacities: (i) individually, or (ii) as a Member of a Consortium.

Consequently, at least two (2) Business Days before the Award Date, if the same Interested Party is pre-qualified in several Prequalified Investors, they must send a communication signed by their Legal Representative or attorney, as the case may be, addressed to EPM and the Receiving Entity for Purchase Proposals, indicating through which of the pre-qualified cases as a Prequalified Investor they will submit their Purchase Proposal, to the following addresses:

To:

EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.

Attention:

Sebastián Méndez Agudelo

Email: dep01940836@epm.com.co, with copy to

uo0836@epm.com.co

6.2 Accreditation of Existence and Representation

Interested Parties who wish to be pre-qualified as Prequalified Investors must prove their existence and legal representation in accordance with the provisions of this section. In any case, the authorizations referred to in this section must be, if applicable, legalized in the manner provided for in section 5.13 of these Second Stage Regulations.

The manner of proving legal existence and representation shall be as follows:

6.2.1 Colombian companies

The existence and legal representation of Colombian companies will be accredited with:

- (i) Colombian companies whose bylaws empower the Legal Representative: Certificate of existence and legal representation issued by the Chamber of Commerce of its principal corporate domicile, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, stating that the Legal Representative has sufficient powers to: (a) bind the company in the acts or contracts resulting from the Second Stage Regulations, and (b) confer such authority to a third party through a power of attorney, if applicable; or
- (ii) Colombian companies whose bylaws empower a corporate body: The certificate of existence and legal representation issued by the Chamber of Commerce of its principal corporate domicile, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, accompanied by a duly authenticated copy of the minutes of the competent corporate body where the authorization is recorded: (a) to bind the company under the terms of the acts and contracts resulting from the Second Stage Regulations, and (b) to grant such authority to a third party through a power of attorney.

6.2.2 Colombian legal entities of a non-corporate nature

The existence and legal representation of Colombian non-corporate legal entities shall be proven with:

- (i) Colombian legal entities of a non-corporate nature whose bylaws empower the Legal Representative: The certificate of existence and legal representation issued by the Chamber of Commerce of its principal corporate domicile or by the corresponding authority according to its nature, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, which shows that the Legal Representative has sufficient powers to: (a) bind the person in the acts or contracts resulting from the Second Stage Regulations, and (b) confer such authority to a third party through a power of attorney, if applicable; or
- (ii) Colombian legal entities of a non-corporate nature whose bylaws empower a governing body: The certificate of existence and legal representation issued by the Chamber of Commerce of its principal corporate domicile or by the corresponding authority according to its nature, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, accompanied by a duly authenticated copy of the minutes of the competent body where the authorization is recorded: (a) to bind the person to the terms of the acts and contracts

resulting from the Second Stage Regulations, and (b) to grant a power of attorney, if applicable; or

- (iii) Colombian non-corporate legal entities that cannot prove existence and representation through the previous items (i) and (ii): If the legal entity cannot prove its existence and legal representation through the certificate of existence and legal representation issued by the respective Chamber of Commerce, it will do so through: (a) a simple photocopy of the law, certified photocopy of the ordinance or agreement that authorized its creation; (b) a certified photocopy of the decree or other act by which its bylaws were adopted; (c) a certified photocopy of the appointment act of the Legal Representative(s); and (d) a certified photocopy of the minutes of the swearing-in of the Legal Representative(s).

6.2.3 Private Equity Funds

Private Equity Funds must:

(i) Colombian Private Equity Funds:

- (a) Demonstrate having been established before the date of submission of the Prequalification Envelope (that is, the fund regulations must have been previously filed with the Financial Superintendence of Colombia prior to the date of submission of the Prequalification Envelope), which will be certified by the management company of the Private Equity Fund;
- (b) Prove that it has the mandate to invest in assets with conditions such as those provided for in this Public Offering (that is, acquisition of a non-controlling stake, for a minimum value equivalent to the Final Price, among the other conditions established in the share divestment process documents);
- (c) Provide an authentic copy of the extract of the minutes of the fund's investment committee authorizing: (i) to bind the fund under the terms of the acts and contracts resulting from the Second Stage Regulations, and (ii) to grant a power of attorney, as necessary, to its manager or professional manager, as the case may be. In no case shall the participation of the Private Equity Fund be conditional; and
- (d) Prove the existence and legal representation of the Private Equity Fund's management company through the certificate of existence and legal representation issued by the Financial Superintendence of Colombia, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted.

(ii) Foreign Private Equity Funds:

- (a) Prove that it was established before the date of submission of the Prequalification Envelope, which will be certified by the Legal Representative of the company in charge of managing the Private Equity Fund.
- (b) Prove that it has the mandate to invest in assets with conditions such as those provided for in this Public Offering (that is, acquisition of a non-controlling stake,

for a minimum value equivalent to the Final Price, among the other conditions established in the share divestment process documents).

- (c) Provide an authentic copy, signed by the person who, according to the fund's documents, can certify the extracts of the minutes of the corresponding body, of the extract from the Private Equity Fund's body authorizing: (i) to bind the fund under the terms of the acts and contracts resulting from the Regulations, and (ii) to grant a power of attorney, as necessary, to its manager or administrator, as the case may be. Under no circumstances may the participation of the Private Equity Fund be conditional.
- (d) Prove the existence and legal representation of the company in charge of managing the Private Equity Fund through a certificate of existence and representation issued by the authority or body with such authority under the laws of the fund's place of incorporation, dated no more than ninety (90) calendar days prior to the date on which the Prequalification Envelope is submitted; and
- (e) Demonstrate, through the corresponding document, the designation or contractual relationship of the company in charge of managing the Private Equity Fund as the fund administrator.

6.2.4 Foreign legal entities

- (i) Foreign Legal Entities Without a Branch in Colombia: Each foreign legal entity, without an established branch in Colombia, must prove its existence and legal representation with:
 - (a) *Foreign legal entities whose bylaws empower the Legal Representative*: One or more certificates issued by the foreign authority of the legal entity's corporate domicile, dated no more than ninety (90) calendar days prior to the date on which the Prequalification Envelope is submitted, which must include: (1) that it exists as a legal entity; (2) that it carries out its corporate purpose in accordance with the laws of its corporate domicile; (3) the name of the person or persons who, according to the statutory provisions, exercise legal representation; and (4) the authority of its Legal Representatives to bind the legal entity in the acts or contracts resulting from the Second Stage Regulations and, if necessary, to confer such authority on a third party through a power of attorney. When there is no competent authority in the Interested Party's jurisdiction to issue the certificates referred to in this section, such certification must be issued and signed by the Legal Representative, secretary, or a similar officer of the Interested Party; or
 - (b) *Foreign legal entities whose bylaws empower a corporate body*: (1) One or more certificates issued by the foreign authority of the legal entity's corporate domicile, which must include the same conditions established in the preceding sections (1), (2), (3), and (4); and (2) a certified copy of the minutes of the competent corporate body showing the authorization: (A) to bind the company under the terms of the acts and contracts resulting from the Second Stage Regulations, and (B) to grant such authority to a third party through a power of attorney. In any case, the certificate and the copy of the minutes of the corporate body must have been issued no more than ninety (90) calendar days prior to the date on which the Prequalification Envelope is submitted.

- (ii) Foreign Legal Entities with a Branch in Colombia: If it is a foreign legal entity with a branch established in Colombia, it must submit, instead of the above:
- (a) *Case in which the bylaws empower the Legal Representative*: Certificate of existence and legal representation issued by the Chamber of Commerce of its corporate domicile in Colombia, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, stating that the Legal Representative has sufficient powers to: (A) bind the legal entity in the acts or contracts resulting from the Second Stage Regulations, and (B) confer such authority to a third party through a power of attorney, if applicable; or
 - (b) *Case in which the bylaws empower a corporate body*: Certificate of existence and legal representation issued by the Chamber of Commerce of its corporate domicile in Colombia, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted, accompanied by a duly authenticated copy of the minutes of the competent corporate body authorizing: (A) to bind the legal entity under the terms of the acts and contracts resulting from the Second Stage Regulations, and (B) to grant such authority to a third party through a power of attorney.

6.2.5 Consortia

In the event that the Interested Party presents itself as a Consortium, the following must be done:

- (i) Prove the existence of the Consortium, which must be apostilled or legalized, as applicable, when it is granted abroad in accordance with the provisions of section 5.13 of these Second Stage Regulations.
- (ii) Certify the appointment of a single Legal Representative of the Consortium Members, with sufficient powers to represent without any limitation all and each of the Consortium Members in all acts and contracts resulting from these Second Stage Regulations. This requirement must be accredited by each of the Members submitting the power of attorney contained in Annex 8 of these Second Stage Regulations.
- (iii) All Consortium Members must demonstrate, through the certificate of existence and legal representation and/or the incorporation documents issued by competent officials, that they were duly established before the date of submission of the Prequalification Envelope.
- (iv) Each of the Consortium Members must prove their existence, legal representation, and legal capacity, in accordance with the provisions established in sections 6.2.1, 6.2.2, 6.2.3 and 0 of these Second Stage Regulations, as applicable.

6.2.6 Pension and Severance Funds

Pension fund or severance fund management companies must:

- (i) Prove that the fund that will submit the Purchase Proposal has been established before the date of submission of the Prequalification Envelope, which will be certified by the fund management company.

- (ii) Provide a copy of the fund's investment policy.
- (iii) Provide a copy of the Tax Identification Number (TIN) of the fund.
- (iv) Certificate issued by the statutory auditor and the Legal Representative of the Interested Party (or those acting in their stead), certifying the applicable investment limits, both legal and statutory, if applicable.
- (v) Provide an authentic copy of the extract from the minutes of the investment committee or competent body of the fund authorizing: (i) to bind the fund under the terms of the acts and contracts resulting from the Second Stage Regulations, and (ii) to grant a power of attorney, as necessary. Under no circumstances may the participation of the fund be conditional; and
- (vi) Prove the existence and legal representation of the fund management company through the certificate of existence and legal representation issued by the Financial Superintendence of Colombia, dated no more than thirty (30) calendar days prior to the date on which the Prequalification Envelope is submitted.

6.2.7 Business Groups

Interested Parties submitting as a Business Group must provide:

- (i) For each of the Interested legal entities that form the Business Group and the Ultimate Beneficial Owner, the documents referred to in sections 6.2.1, 6.2.2 and 6.2.3 of these Second Stage Regulations, as applicable; and
- (ii) A certificate signed by the Legal Representative or authorized signatory of the Ultimate Beneficial Owner stating: (a) that they are the Ultimate Beneficial Owner of the legal entities that make up the Business Group, (b) that they exercise Control over the legal entities that form the Business Group, and (c) the number of shares to be transferred on the Closing Date to each of the legal entities that are part of the Business Group.

6.2.8 Natural persons

Interested individuals must submit:

- (i) Simple legible scanned copy of the Citizen's ID card, temporary ID that serves as a Citizen's ID, Foreigner's ID card, or passport, as applicable. For foreigners who are not Colombian residents, a simple scanned copy of the passport must be attached.
- (ii) Scanned copy of the duly completed power of attorney, in case of acting through a proxy, with personal appearance of the grantor before a notary public and duly accepted by the proxy, in the format attached as Annex 6 of these Second Stage Regulations, as well as a legible simple scanned copy of the Citizen's ID card, of the temporary ID in case the Citizen's ID has been lost and a duplicate is requested or when requesting rectification or correction of the document, or of the Foreigner's ID card or passport of the proxy, in the event that the Prequalification Envelope and/or the Purchase Proposal are submitted through a proxy.

- (iii) Income tax return for the year 2024, or its equivalent in the corresponding jurisdiction in the case of a non-resident foreign individual.
- (iv) Digital copy of the Interested Party's Registro Único Tributario (RUT), issued by the DIAN, or its equivalent in the corresponding jurisdiction in the case of a non-resident foreign natural person.

6.2.9 Personal Data Authorization

The Interested Party must provide the Authorization for personal data processing ([Annex 9](#)).

6.2.10 Certificate of Registration of Delinquent Alimony Debtors (REDAM)

In accordance with the provisions of Law 2097 of 2021, the Interested Party (natural person and/or Legal Representative of the legal entity) must provide in the Prequalification Envelope a certificate demonstrating that they are not included in the Registry of Delinquent Alimony Debtors (REDAM) of Colombia, with an issue date no more than thirty (30) calendar days prior to the submission of the corresponding Prequalification Envelope.

For compliance with this requirement, the following must be taken into account:

- (i) Nationals and Foreigners with Foreigner's ID card, Residence Permit, or Temporary Protection Permit: The Interested Party (natural person and/or Legal Representative of the legal entity) must provide the REDAM Certificate (Registry of Delinquent Alimony Debtors), which can be downloaded from the [Digital Citizen Folder](#).
- (ii) Foreigners who do not have a Foreigner's ID card, Residence Permit, or Temporary Protection Permit: The foreign Interested Party (natural person and/or Legal Representative of the legal entity) who does not have a Foreigner's ID card, Residence Permit, or Temporary Protection Permit must request the certificate from the Ministry of Information and Communication Technologies of Colombia through the email: minticresponde@mintic.gov.co and submit it with the Prequalification Envelope. If the requested certificate has not been received by the correction period, compliance with this requirement may be remedied by submitting a certificate signed by the Interested Party expressly stating that they are not included in the Registry of Delinquent Alimony Debtors (REDAM) of Colombia.

6.2.11 Granting of Powers of Attorney

In cases where powers are granted in accordance with the provisions of [sections 6.2.1, 6.2.2 and 6.2.8](#), they must comply with the requirements established in [section 5.5](#) of the Second Stage Regulations.

6.3 Financial and Regulatory Requirements

6.3.1 Financial Requirements

- (i) Requirements:
 - (a) *Non-Consortium Interested Party*: Interested Parties must demonstrate that they meet the following financial requirement: Have the financial capacity

to make payment of the Final Price. The financial capacity must be certified by the Interested Party or its Legal Representative through documents that prove that the Interested Party has, directly or indirectly, the capital for the payment of the Final Price or will secure financing for this purpose, in accordance with the terms of these Second Stage Regulations.

- (b) *Consortia*: The Interested Party presenting as a Consortium (1) at least one of its Members must meet the requirement established in section 6.3.1(i)(a) and said Member must participate with at least thirty percent (30%) of the Consortium, or (2) its Members jointly must meet the requirement established in said section.
- (ii) Accreditation: To prove the requirements indicated in the previous section (i) , the following must be submitted in the Prequalification Envelope within the Prequalification Envelope Submission Period:
 - (a) Non-Consortium Interested Parties must submit:
 - (1) A certification signed by the statutory auditor, external auditor, or whoever acts as the Legal Representative of the Interested legal entity, certifying that the Interested Party meets the requirements established in the previous section 6.3.1(i)(a) ;
 - (2) The audited financial statements of the Interested legal entity as of December 31, 2024, accompanied by a certification signed by the Legal Representative of the Interested Party certifying that they have, directly or indirectly, the capital for the payment of the Final Price or will secure financing for this purpose, according to the certification attached to these Second Stage Regulations as Annex 2;
 - (3) Any other document with which the Interested Party can demonstrate financial capacity.
 - (4) In the event that the Interested Party is a natural person, they must provide the income tax return corresponding to the 2024 tax year, and a sworn statement before a notary public where the natural person Interested Party demonstrates that they have sufficient equity to pay the Final Price according to the certification attached to these Second Stage Regulations as Annex 2; and
 - (5) In the event that the Interested Party is a natural person not residing in Colombia, they must provide the equivalent in the corresponding jurisdiction to the income tax return and the sworn statement before a notary, along with a legal opinion from a licensed attorney in the corresponding jurisdiction certifying the sufficiency of said documents to prove this requirement.

In the event that the Interested Party is a Business Group, the aforementioned documents must be submitted for the legal entity that is part of the Business Group that certifies the financial requirement and must

be signed by the statutory auditor or external auditor or similar figure or the Legal Representative thereof.

(b) *Consortia*: In the case of Consortia, the following must be submitted:

- (1) The certification described in paragraph (a)(1) above, signed by the statutory auditor or external auditor or similar figure or Legal Representative of the Member certifying compliance with the requirements individually;
- (2) Audited financial statements of each of the Members as of December 31, 2024, accompanied by a certification signed by the Legal Representative of each of the Members stating that, collectively, they have, directly or indirectly, the capital for the payment of the Final Price or will secure financing for this purpose, in accordance with the certification attached to these Second Stage Regulations as Annex 2; and
- (3) Any other document with which the Consortium can demonstrate financial capacity.

In case of presenting financial statements expressed in a currency other than the U.S. dollar (USD), for the purpose of determining if the Interested Party has the required equity, the official exchange rate certified by the competent authority of the corporate domicile of the company issuing said financial statements must be used, and this should be stated in the certification found in Annex 2 of these Second Stage Regulations.

6.3.2 Third-Party Registration Form

The Interested Party must submit the Third-Party Registration Form (Annex 11) completed, in digital format, along with the following documents:

- (i) For natural persons: (a) legible simple scanned copy of the Citizen's ID card, temporary I.D., Foreigner's ID card, or passport, as applicable; in the case of foreigners who are not Colombian residents, they must attach a simple scanned copy of their passport; (b) digital copy of the Interested Party's Registro Único Tributario (RUT) issued by the DIAN, or its equivalent in the corresponding jurisdiction; and (c) bank certificate, issued no more than 90 calendar days prior, indicating the information of their national or foreign bank account.
- (ii) For legal entities: (a) legible simple scanned copy of the Citizen's ID card, temporary I.D., Foreigner's ID card, or passport, as applicable, of the Legal Representative or authorized signatory; (b) digital copy of the Interested Party's Registro Único Tributario (RUT) issued by the DIAN, or its equivalent in the corresponding jurisdiction; (c) bank certificate, issued no more than 90 calendar days prior, indicating the information of their national or foreign bank account; and (d) certificate of existence and legal representation issued by the corresponding Chamber of Commerce no more than thirty (30) calendar days prior to issuance, or an equivalent document issued by the foreign authority of the legal entity's corporate domicile no more than ninety (90) calendar days prior to issuance. In the

case of Consortia or Business Groups, this information must be provided by each of the Members or members of the Business Group.

6.3.3 Merits that the Interested Party may invoke

To demonstrate compliance with the requirements set forth in section 6.3.1(i) of these Second Stage Regulations, the following rules shall be followed:

- (i) Interested Parties other than Private Equity Funds: The Interested Party may invoke not only its own merits, but also those of:
 - (a) Companies under the direct or indirect Control (through other companies) of the Interested Party.
 - (b) Companies that directly or indirectly (through other companies) exercise Control over the Interested Party; or
 - (c) Companies under the direct or indirect Control of those exercising Control over the Interested Party.

For the purpose of certifying the Control relationship, the Interested Parties must submit, along with the documents referred to in sections 6.2 and 6.3.1 of these Second Stage Regulations, as applicable, a certification from the statutory auditor or external auditor or similar figure and the Legal Representative of the Interested Party certifying the existing Control relationship between the Interested Party and the company exercising Control or over which Control is exercised, as the case may be, in accordance with the terms indicated in paragraphs (a), (b), or (c) above. Likewise, the Interested Party must submit the documents that prove the existence and legal representation of the company that exercises Control or over which Control is exercised, as the case may be, in accordance with the provisions of section 6.1 of these Second Stage Regulations.

- (ii) Interested Private Equity Funds: In the case of Private Equity Funds, these may invoke not only their own merits.

6.3.4 Regulatory Requirement

Interested Parties who, in accordance with current regulations, require obtaining authorizations, approvals, non-objections, registrations, or any other enabling act from competent authorities for the acquisition of the Remaining Shares within the framework of the Second Stage, must obtain and manage such authorizations or actions before the corresponding authority. In order to demonstrate compliance with this regulatory requirement, the Interested Party must include in the Prequalification Envelope a copy of the authorization, non-objection, or equivalent act issued by the competent authority, provided that it has been obtained by the date of the Prequalification Process. If information from UNE EPM Telecomunicaciones S.A. is required for the purpose of carrying out any procedure before the competent authority, the Interested Party must submit an inquiry in accordance with the terms of these Second Stage Regulations, and it will be resolved as long as EPM has such information.

Interested Parties who, in accordance with current regulations, do not require obtaining authorization or an equivalent act, must include in the Prequalification Envelope a certification from the Interested Party in the terms indicated in section 6.4.6(ii) of these Second Stage Regulations.

Interested Parties are solely and fully responsible for verifying, determining, and declaring whether, according to current regulations, they are obligated or not to obtain any authorization or equivalent act from a competent authority, as well as for timely managing any applicable procedure or form. The absence of this express statement or any error, omission, or inaccuracy in such determination or certification shall be the sole responsibility of the Interested Party and shall not constitute grounds for excuse, exoneration, or extension regarding the obligations set forth in these Second Stage Regulations.

6.4 Contents of the Prequalification Envelope

The Prequalification Envelope will consist of the following documents, which must be submitted in original digital format, without erasures or amendments:

6.4.1 Prequalification Request Letter

The Prequalification Request Letter must be signed by the Legal Representative or attorney-in-fact of the Interested Party and must comply with the terms indicated in Annex 4.

In the event that the Interested Party is a Business Group, the Prequalification Request Letter must be signed by the Legal Representative or attorney-in-fact of each of the entities that make up the Business Group.

6.4.2 Know Your Customer (KYC) process

Each Interested Party intending to advance the Prequalification Process must complete the Know Your Customer (KYC) process with BTG Pactual, if they have not already done so under the terms of section 5.14.2 of these Second Stage Regulations, and must have completed all corresponding reviews as provided in the Basic Legal Circular of the Financial Superintendence of Colombia, Part III, Title I, Chapter VII, section 2.4.2.

To carry out the KYC process with BTG Pactual, the Interested Party must complete the form attached as Annex 3 of these Second Stage Regulations, as applicable, and submit it to EPM and/or the Receiving Entity for Purchase Proposals within the Prequalification Envelope, as applicable, within the deadline established for these purposes in the Commencement Notice of the Information and Prequalification Process and in other documents adopted in development of the provisions of these Second Stage Regulations, unless it has already been submitted and the KYC process previously completed under the terms of section 5.14.2 of these Second Stage Regulations.

For this purpose, EPM and/or the Receiving Entity for Purchase Proposals, as applicable, and BTG Pactual will independently review the attached documentation of the Interested Parties, both for the first submission and for any cure, verifying compliance with the provisions of the Basic Legal Circular, Part III, Title I, Chapter VII, section 2.4.2, in compliance with the provisions of the Basic Legal Circular of the Financial Superintendence of Colombia, Part I, Title IV, Chapter IV, the Organic Statute of the Financial System (Decree 663/1993), and other related regulations or those that complement, modify, replace, or repeal the foregoing. Likewise, it will be verified that the Interested Parties are not included in the international lists binding for Colombia or in any other list of a similar nature, whether national or international.

In addition to the above, BTG Pactual will verify that neither the Interested Parties (whether natural or legal persons), nor their shareholders, associates, or partners who directly or indirectly hold five

percent (5%) or more of the capital stock, contribution, or participation, nor their Legal Representatives, are included in the international list binding for Colombia in accordance with international law (United Nations lists) or in the list issued by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC's Specially Designated Nationals and Blocked Persons (SDN) List), or in the list of terrorist organizations issued by the National Security Council, as well as in national or international lists or databases related to illegal activities, fraud, corruption, and/or bribery (World Bank and IDB Group - Inter-American Development Bank - lists) binding for Colombia or in any other, of the same or similar nature, of national or international character, with BTG Pactual on one hand and EPM or the Receiving Entity for Purchase Proposals, on the other, empowered to carry out the verifications they deem pertinent.

In the case of Business Groups and Consortia, each company that is part of the Business Group or each Member of the Consortium must provide the required information individually, complying with the requirements established in the Second Stage Regulations.

This procedure will incur no cost for the Interested Parties.

6.4.3 Power of Attorney

In the event that the Interested Party acts through a proxy, they must attach the power of attorney granting authority to sign the respective Purchase Proposal, in accordance with the model included in Annex 6, Annex 7, and Annex 8, as applicable.

6.4.4 Documents proving legal existence and representation and corporate authorizations

Each Interested Party must prove its existence and legal representation in accordance with the provisions of section 6.2 of these Second Stage Regulations.

6.4.5 Documents proving compliance with financial requirements

- (i) Case in which the Interested Party individually meets the requirements: Each Interested Party must submit the documents that prove compliance with the financial requirements as indicated in section 6.3.1(ii) of these Second Stage Regulations.
- (ii) Case in which the Interested Party does not individually meet the requirements: Each Interested Party must submit the documents indicated in section 6.3.1(ii) of these Second Stage Regulations, as applicable.

6.4.6 Regulatory authorizations

- (i) Interested Parties requiring authorization or enabling act: Those Interested Parties who, in accordance with current regulations, need to obtain authorizations, approvals, non-objections, registrations, or any other enabling act from a competent authority for the acquisition of the Remaining Shares, must provide a copy of the respective authorization, non-objection, registration, or equivalent act issued by the competent authority.
- (ii) Interested Parties not subject to authorization or enabling act: Those Interested Parties who, in accordance with current regulations, do not require authorization, non-objection, registration, or equivalent act from a competent authority for the

acquisition of the Remaining Shares, must provide (a) a certification from the Legal Representative stating that: (1) in accordance with current regulations, the Interested Party does not require authorization, non-objection, registration, or equivalent act from a competent authority for the acquisition of the Remaining Shares, and (2) that, if submitting an Economic Offer during the Second Stage and becoming the Awardee, it assumes full responsibility for any harm that may be caused to EPM, UNE, their representatives, directors, administrators, officials, members, advisors, and any other person affected as a result of not requiring or not obtaining such authorization or enabling act and, consequently, it assumes the obligation to indemnify all damages that may eventually be caused to EPM, UNE, their representatives, directors, administrators, officials, members, advisors, and any other person affected by this fact.

6.5 Submission of Prequalification Envelopes

6.5.1 Submission

The Prequalification Envelope must be submitted in digital format via email to the Receiving Entity for Purchase Proposals during the Prequalification Envelope Submission Period at the following email addresses: dep01940836@epm.com.co, with a copy to uo0836@epm.com.co, which will receive submissions from 8:00 a.m. to 4:00 p.m. In this regard, the submission of Prequalification Envelopes will not be accepted after the Prequalification Envelope Submission Period has expired, for which the time indicated by the email server on which the corresponding documents and communications are received will apply.

The original copies of the documents submitted digitally may be requested by EPM only if the Interested Party is pre-qualified and must be submitted along with the Economic Offer, exclusively for support and document verification purposes, without such submission implying validation, evaluation, acceptance, modification, or amendment of the Economic Offer, nor being understood as part of it.

For reasons of timeliness and in accordance with the conditions of the divestment process of the Remaining Shares, EPM may reduce the deadlines provided in this section, a circumstance that will be made known to the Interested Parties at the appropriate time.

6.5.2 Verification of conformity of the documentation contained in the Prequalification Envelopes

From the date of submission of the Prequalification Envelope until a maximum of five (5) Business Days counted from the day following the expiration of the Prequalification Envelope Submission Period, EPM shall carry out the verification procedure in accordance with the documentation included in the submitted Prequalification Envelopes, for which the following rules shall apply:

- (i) In the event that EPM finds: (a) that documents have been submitted containing alterations or modifications to their original text, or (b) that the documents have not actually been issued by the person who supposedly appears as issuing them, or (c) that the Prequalification Request Letter is not duly signed, or (d) that there are discrepancies of material scope between what is stated in said documents and reality, or (e) that the documents are signed by a person who lacks the capacity to fulfill the tasks entrusted therein, or that as of the date of submission of the Prequalification Envelope they do not have the corresponding authorizations, or

(f) there is evidence that the Interested Party has failed to comply with the provisions of these Second Stage Regulations; or (g) it is determined that the Interested Party is or has been included in the OFAC's Specially Designated Nationals and Blocked Persons (SDN) List or in any other restrictive list, of equal or similar nature, of national or international character, the Interested Party shall be rejected, for which reason: (A) it shall not be pre-qualified by EPM, and (B) it shall not be able to submit a Purchase Proposal.

- (ii) Once the process of verifying the conformity of the documentation included in the Prequalification Envelope is completed, EPM is authorized to request that errors or deficiencies (other than those referred to in section 6.5.2(i) immediately preceding) detected in the documentation comprising the Prequalification Envelope be clarified, corrected, or remedied. If that is the case, once the deadline for carrying out the procedure for verifying the conformity of the documentation contained in the Prequalification Envelope has expired, EPM may request, by sending a written communication to each of the Interested Parties, the necessary requests for clarification and corrections, so that they proceed accordingly within the three (3) Business Days following the date on which EPM sends the communication to the notification address indicated in the Prequalification Request Letter. If the Interested Party does not clarify, correct, or remedy the errors within the aforementioned period, it will be considered to have withdrawn its pre-qualification submission and, therefore, will not be pre-qualified and will not be able to submit an Economic Offer Envelope.
- (iii) EPM, within two (2) Business Days following the expiration of the aforementioned correction period or the term indicated in the Commencement Notice of the Second Stage, shall communicate the results of said analysis by publishing a notice in the Data Room and sending a written communication to each of the Interested Parties, expressly indicating the Interested Parties that have been pre-qualified in the development of the Prequalification Process and that are therefore authorized to submit the Economic Offer Envelope, for which reason they are declared Prequalified Investors. From this moment on, the Interested Parties shall acquire the status of Prequalified Investors.
- (iv) Interested Parties who have not submitted all the documentation in accordance with the provisions of these Second Stage Regulations, or who, having submitted it, were requested to correct some errors and have not done so, shall be automatically disqualified.

6.5.3 Effects of pre-qualification

All Interested Parties declared as Prequalified Investors by EPM during the Prequalification Process shall be authorized to submit the Economic Offer Envelope on the date of the Award Hearing. The Prequalification Process does not guarantee that the Interested Party will be awarded, nor does it create any commitment on EPM's part regarding the divestment and/or award of the Remaining Shares to said Prequalified Investor, who must comply with the other requirements and conditions set forth in these Second Stage Regulations.

6.6 Update of Prequalification Documentation

At any time, EPM may request that Prequalified Investors update the documents and the accreditation of the requirements established in this section of the Second Stage Regulations. For this purpose, EPM shall send a communication to each of the Prequalified Investors requesting: (i) the update of the documents indicated therein; and (ii) the execution and delivery of a letter updating the pre-qualification documentation, substantially in the terms of Annex 4 of these Second Stage Regulations.

For reasons of timeliness and in accordance with the conditions of the divestment process of the Remaining Shares, EPM may reduce the deadlines provided in this section, a circumstance that will be made known to the Interested Parties at the appropriate time.

The communication sent by EPM to each of the Prequalified Investors shall indicate the deadline for receiving the letter updating the pre-qualification documentation and the required documents. The letters updating the pre-qualification documentation and the requested documents must be submitted via email to: dep01940836@epm.com.co, with a copy to uo0836@epm.com.co, from 8:00 a.m. to 4:00 p.m. In this regard, the letter updating the pre-qualification documentation and its annexes shall not be accepted once the deadline indicated in the communication sent by EPM has expired.

7 SUBMISSION OF PURCHASE PROPOSALS AND AWARD HEARING

7.1 Award Hearing

The Award Hearing shall be conducted through the Receiving Entity for Purchase Proposals on the Award Date. At the Award Hearing, Economic Offers shall be received through the Receiving Entity for Purchase Proposals, and all Remaining Shares shall be awarded to the Prequalified Investor who submits the highest Economic Offer, under the conditions established in these Second Stage Regulations and in the corresponding notices for the Award Hearing.

The Award Hearing shall have two different phases as follows: (i) an initial phase of ascending rounds, which shall last until only two (2) Prequalified Investors with the highest Acceptable Economic Offers remain; and (ii) a final phase, in which only the two (2) Prequalified Investors who submitted the highest Economic Offers in the initial phase shall participate, who shall have a single opportunity to submit a new Economic Offer, unless there is a tie and tiebreaker rounds are necessary, with the Prequalified Investor who submitted the highest Acceptable Offer being declared the winner.

In any case, in the event that only one Acceptable Offer is received, the respective Prequalified Investor shall be declared the Awardee.

If for any reason the Award Hearing must be suspended, the Receiving Entity for Purchase Proposals shall indicate the date, medium (in-person or virtual), place, and time at which it shall resume. When resuming the Award Hearing, it shall restart at the same phase where it stood at the time of suspension.

7.2 Who may submit Purchase Proposals

Only Prequalified Investors may submit Purchase Proposals in accordance with the provisions of the Second Stage Regulations. Additionally, in the event that EPM, the Receiving Entity for Purchase Proposals, or BTG Pactual identify that a Prequalified Investor is on the OFAC's Specially Designated Nationals and Blocked Persons (SDN) List or any other restrictive list of equal or similar nature, national or international, at any time during the process before the Award Hearing, they may remove said Prequalified Investor from the process, without the Prequalified Investor being able to claim compensation for damages from EPM, the Receiving Entity for Purchase Proposals, BTG Pactual, their advisors, directors, Legal Representatives, or administrators.

7.3 Validity of Purchase Proposals

Only Purchase Proposals that are submitted within the specified timeframe and meet all the requirements established in these Second Stage Regulations are considered valid, and provided that:

- (i) They are submitted at a price equal to or higher than the Final Price.
- (ii) The documents contained in the Economic Offer Envelope comply with the requirements established in these Second Stage Regulations.
- (iii) The Prequalified Investor is in compliance with the rules established in these Second Stage Regulations.

7.4 Contents of the Economic Offer Envelope

On the Award Hearing Date, each Prequalified Investor shall submit its Economic Offer Envelope, in accordance with the deadlines and requirements established in these Second Stage Regulations and in the Commencement Notice of the Second Stage.

7.4.1 Contents of the Economic Offer Envelope

Within the terms and deadlines specified in the Commencement Notice of the Second Stage, each Prequalified Investor must submit a sealed Economic Offer Envelope, with identification of the Prequalified Investor's name, and it must contain:

- (i) The Accession Agreement to the UNE EPM Telecomunicaciones S.A. Shareholders' Agreement (Annex 10) signed, by virtue of which the Prequalified Investor would become part of the EPM Shareholders' Group;
- (ii) The Economic Offer Form (Annex 5), which includes:
 - a. The irrevocable expression of will by the Prequalified Investor to acquire the Remaining Shares and pay the price indicated in the Economic Offer.
 - b. The price it is willing to pay for the Remaining Shares.
 - c. A sworn statement by the Prequalified Investor, indicating that:
 - i. The Economic Offer is irrevocable and unconditional and entails the express acceptance of all terms and conditions, without exception, established in the Second Stage Regulations.
 - ii. The price indicated in the Economic Offer shall be paid to EPM if the Prequalified Investor is selected as the Awardee in the Award Hearing on the Closing Date.
 - iii. The Economic Offer shall remain valid for ten (10) Business Days following the Closing Date.

- iv. It has sufficient and available financial resources, or firm and unconditional financing commitments, to fully pay the price indicated in the Economic Offer on the Closing Date, without being subject to conditions precedent, pending credit approvals, or the need to obtain additional financing.
 - v. It is not in breach of the rules established in these Second Stage Regulations.
 - vi. It had access to sufficient information regarding UNE and the share divestment process, therefore it submits the Economic Offer with full knowledge and after having analyzed the risks and implications associated with such investment; and
 - vii. It is not listed on OFAC's Specially Designated Nationals and Blocked Persons (SDN) List or any other restrictive list of a similar nature, whether national or international.
- (iii) The original documents duly apostilled or legalized, as appropriate, and with an official translation into Spanish in accordance with the provisions of these Second Stage Regulations, in the event that the original or legalized versions of these documents were not attached in the Prequalification Envelope. In the event that the Award Hearing is held virtually, the Prequalified Investor must have sent the originals of those documents to EPM's offices prior to the Award Date.

7.5 Effects of Purchase Proposals

The declaration of a Prequalified Investor who becomes an Awardee shall entitle and oblige said Prequalified Investor to pay for the Remaining Shares at the price per Share determined in its last Acceptable Offer in accordance with the provisions of the Award Hearing.

Each of the Consortium Members and the legal entities that make up the Business Group that submitted the Economic Offer Envelope, as the case may be, by the mere act of submitting the Economic Offer Envelope, shall be jointly and severally obligated, in the event of being awarded, to (i) make the payment for the Remaining Shares; and (ii) honor all the obligations set forth in these Second Stage Regulations.

7.6 Irrevocability of Purchase Proposals

The Purchase Proposals shall be irrevocable and unconditional from the moment of their submission and imply the full and unconditional acceptance by the Prequalified Investor of the Second Stage Regulations and other rules of the Divestment Program. In the event of being awarded, the Purchase Proposal shall be deemed accepted and, consequently, shall imply the automatic assumption of the obligations and commitments derived from its Purchase Proposal.

The submission of an Economic Offer shall have the effect that the Prequalified Investor expressly, irrevocably, and directly acknowledges that, in case of any breach or delay in compliance with payments, EPM may demand payment of the amounts accrued and whose payment has been breached, on which default interest shall also accrue at the maximum legal default rate certified by the Financial Superintendence of Colombia from the date of default until the date on which such amounts are effectively paid. The foregoing is without prejudice to other measures provided for in these Second Stage Regulations or in law. EPM and the Prequalified Investor expressly acknowledge that the

Economic Offer constitutes an enforceable instrument as it represents a clear, express, and enforceable obligation.

The Purchase Proposals of the Prequalified Investors who were not selected as Awardees are considered valid, in accordance with the provisions of section 7.4.1(ii)c(c) , until the award acts take place on the Closing Date for all the awarded Remaining Shares.

7.7 Entry to the Hearing and Opening of Envelopes

On the Award Hearing Date, under the conditions established in these Second Stage Regulations, in the corresponding notices, and in the operating instructions that may be issued, if applicable, for the Award Hearing, the Prequalified Investors, their representatives, and advisors shall enter the in-person or virtual hearing room, as indicated in the Commencement Notice of the Second Stage. The number of people who may participate in the Award Hearing shall be indicated in the corresponding notices and in the operating instructions that may be issued, if applicable.

The president of the Award Hearing shall open the Economic Offer Envelopes, under the terms defined in the Commencement Notice of the Second Stage, after verification by two (2) witnesses that (i) each envelope's integrity is intact (sealed and secured), in case the Award Hearing is held in person, or (ii) that the email was received within the maximum time established for that purpose, if the Award Hearing is virtual. Subsequently, the president of the Award Hearing shall review the Economic Offers contained in each of the Economic Offer Envelopes, provided that these correspond to Prequalified Investors, in order to (a) determine the Acceptable Offers (those presented at a price equal to or higher than the Final Price), (b) rank them from highest to lowest value, and (c) establish the highest-value Acceptable Offers that may participate in the following rounds according to what is indicated in section 7.1.

The Economic Offers of the Prequalified Investors who ranked third and below in the initial round shall be considered a firm offer until all activities planned for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer.

Likewise, the president of the Award Hearing shall declare as non-compliant the Economic Offer Envelopes submitted by those Prequalified Investors whose Economic Offer is lower than the Final Price.

7.7.1 Initial Opening of Envelopes

The president of the Adjudication Hearing shall proceed as follows:

- (i) Only Acceptable Offer: In the event that only one Acceptable Offer is received, the respective Prequalified Investor shall be declared the Awardee.
- (ii) Two Acceptable Offers: In the event that two (2) Acceptable Offers are received, whether for the same value or for different values, the final round shall proceed directly, and the two (2) Prequalified Investors shall be asked for their Economic Offers for the final round.
- (iii) Three or more Acceptable Offers: In the event that three (3) or more Acceptable Offers are received, the initial phase of ascending rounds shall proceed, as explained in section 7.7.2 following.

7.7.2 Initial Phase of Ascending Rounds

Whenever there are three (3) or more Acceptable Offers, the necessary number of ascending rounds shall be conducted to eliminate all Prequalified Investors except two (2), according to the rules described below:

(i) Initial Phase First Round:

- a. In the first round of the initial phase, the president of the Award Hearing shall inform the Prequalified Investors that the “minimum value for the first round” shall be the highest Acceptable Offer increased by zero point five percent (0.5%).
- b. The president of the Award Hearing shall announce that Economic Offers equal to or higher than the “minimum value for the first round” shall be accepted. For this purpose, the president of the Award Hearing shall request each of the Prequalified Investors to deliver in person or send via email, as applicable, a new Economic Offer Form, in which each Prequalified Investor shall submit a new Economic Offer. In the event that a Prequalified Investor does not submit an Economic Offer equal to or greater than the minimum value indicated by the president of the Award Hearing, the respective Prequalified Investor shall not be able to participate in subsequent rounds and its last Acceptable Offer shall be considered a firm offer until all the activities planned for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer. For this purpose, the president of the Award Hearing shall suspend the Award Hearing for a maximum period of up to thirty (30) minutes.
- c. At the end of that period, each Prequalified Investor shall be randomly called by the president of the Award Hearing at one (1)-minute intervals to deliver in person or send by email, as applicable, the new Economic Offer.
- d. Once all the Prequalified Investors have been called, the president of the Award Hearing shall read aloud the Economic Offers contained in the new Economic Offer Forms.
- e. Next, the president of the Award Hearing shall identify the Prequalified Investors who have increased the value of the Economic Offer as indicated in paragraph (a), who shall have the right to participate in the next round, and shall inform which Prequalified Investors shall not have the right to participate in the following ascending rounds, so their last Acceptable Offer shall be considered a firm offer until all the activities planned for the Closing Date described in section 7.8.2 are executed and they shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer.

(ii) Second Round of the Initial Phase:

- a. To begin the second ascending round, the president of the Award Hearing shall order the Acceptable Offers from the first round from highest to lowest value and establish that the “minimum value for the second round” shall be the value of the highest Economic Offer from the first round increased by zero-point five percent (0.5%).

- b. Thereafter, the president shall request each of the Prequalified Investors to submit a new Economic Offer Form and shall suspend the Award Hearing for a maximum period of up to thirty (30) minutes.
 - c. At the end of that period, each Prequalified Investor shall be randomly called by the president of the Award Hearing at one (1)-minute intervals to deliver in person or send by email, as applicable, a new Economic Offer.
 - d. Once all the Prequalified Investors have been called, the president of the Award Hearing shall read aloud the Economic Offers contained in the new Economic Offer Forms.
 - e. Next, the president of the Award Hearing shall identify the Prequalified Investors who have increased the value of the Economic Offer as indicated in paragraph (a) above, who shall have the right to participate in the next round, and shall inform which Prequalified Investors shall not have the right to participate in the following ascending rounds, so their last Acceptable Offer shall be considered a firm offer until all the activities planned for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer.
- (iii) Subsequent Rounds of the Initial Phase:
- a. To start a new ascending round, the president of the Award Hearing shall order the Acceptable Offers from the previous round from highest to lowest value and establish that the “minimum value for the next ascending round” shall be the value of the highest Acceptable Offer from the previous round increased by at least zero-point five percent (0.5%).
 - b. The aforementioned ascending-rounds procedure shall be repeated as many times as necessary, until only two (2) Prequalified Investors remain, and in each case the president of the Award Hearing shall establish the minimum value for each round, based on the highest Acceptable Offer from the previous round increased by at least zero-point five percent (0.5%).

During the initial phase of ascending rounds, the following three (3) events may occur:

- (i) Only New Acceptable Offer:
 - a. In the event that, in a round, only one Prequalified Investor meets the minimum value condition for the respective round, that Prequalified Investor shall be declared the Awardee.
- (ii) Round without submission of New Economic Offers:
 - a. In the event that, in a round, none of the Prequalified Investors meets the minimum value condition for the respective round, the president of the Award Hearing shall call the Prequalified Investors with the two (2) highest Economic Offers (even if there is a tie between them) from the previous round to participate in the final phase.

- b. In the event that, in a round, none of the Prequalified Investors meets the minimum value condition for the respective round, that is, none of the Prequalified Investors increases the value of the highest Acceptable Offer from the previous round by the corresponding minimum, and as a result of the previous round there is a tie between more than two (2) Prequalified Investors with the highest Economic Offer, the president of the Award Hearing shall call each of the Prequalified Investors tied with the highest Economic Offer to submit, in person or virtually, as applicable, a new Economic Offer Form, as many times as necessary to break the tie, without applying the minimum value condition, but in all cases without any Prequalified Investor being permitted to submit an Economic Offer lower than the one previously submitted by that Prequalified Investor. Subsequently, the two (2) Prequalified Investors who submit the highest Economic Offers shall be requested to participate in the Final Phase.
- c. In the event that, in a round, none of the Prequalified Investors meets the minimum value condition of the respective round, that is, none of the Prequalified Investors increases the value of the highest Acceptable Offer from the previous round by the corresponding minimum, and as a result of the previous round there is only one Prequalified Investor with the highest Economic Offer, hereinafter “Investor A,” and there is a tie between two (2) or more Bidding Investors with the second highest Economic Offer, the president of the Award Hearing shall request all Prequalified Investors tied with the second highest Economic Offer to submit, in person or virtually, as applicable, a new Economic Offer Form, as many times as necessary until the tie is broken, without applying the minimum value condition, but in all cases without any Prequalified Investor being permitted to submit an Economic Offer lower than the one previously submitted by that Prequalified Investor. The Prequalified Investor who wins the tiebreaker shall have the right to participate in the Final Phase.

If, as a result of the tiebreaker, the Prequalified Investor with the highest Economic Offer among those Bidding Investors who were not winners of the tiebreaker, hereinafter “Investor B,” had submitted an Economic Offer higher than that of Investor A, the latter shall be given the right to match Investor B’s Economic Offer. If Investor A matches the value of Investor B’s Economic Offer, it shall acquire the right to participate in the Final Phase, and Investor B’s last Economic Offer shall be considered a firm offer until all the activities planned for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer. If Investor A waives its right to match Investor B’s Economic Offer, the latter shall acquire the right to participate in the Final Phase, and Investor A’s last Economic Offer shall be considered a firm offer until all activities scheduled for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility from highest to lowest value of each Economic Offer.

7.7.3 Final Phase

Once the two (2) Prequalified Investors with the highest Economic Offer have been determined, according to the procedure established above, the Final Round shall begin. The rules for participating in the final round are as follows:

- (i) The president of the Award Hearing shall, for illustrative purposes, announce the value of the highest binding Economic Offer submitted up to that moment and shall request each of the Prequalified Investors to deliver in person or send via email, as applicable, a new Economic Offer Form for the final phase, for which purpose the Award Hearing shall be suspended for a maximum period of up to thirty (30) minutes.
- (ii) At the end of the aforementioned thirty (30)-minute period, the president of the Award Hearing shall call the Prequalified Investors in alphabetical order to submit, in person or virtually, as applicable, the Economic Offer Forms in the final round within five (5) minutes after being called, under the terms provided in the Commencement Notice of the Second Stage. In the event that a Prequalified Investor does not wish to submit a new Economic Offer, it shall submit, in person or virtually, as applicable, the final-round Economic Offer Form with the same value as the highest Economic Offer presented in the last ascending round or in the tiebreaker round, if applicable. In any case, if the Prequalified Investor (i) does not submit an Economic Offer Form for the final round, or (ii) after five (5) minutes have elapsed, fails to deliver the Economic Offer Envelope for the final round when called, in person or virtually, as applicable, it shall be understood to have been submitted for the same value presented in the last ascending round or in the tiebreaker round, if applicable. Once the final-round Economic Offer Form has been submitted, no new Economic Offer Forms shall be accepted in the final round, and offers may not be withdrawn or replaced with others after submission. Additionally, no more than one final-round Economic Offer Form may be submitted per Prequalified Investor.
- (iii) The value of the Economic Offer in the final round of each Prequalified Investor may not be lower than the value of its Economic Offer submitted in the last ascending round or in the tiebreaker round, if applicable, and in the event that it is lower, for all purposes it shall be understood to correspond to the value of its Economic Offer submitted in the last ascending round or in the tiebreaker round, if applicable.
- (iv) The president of the Award Hearing shall open and read aloud the new Economic Offers and shall declare as Awardee the Prequalified Investor who has submitted the highest Economic Offer for the Remaining Shares. The Economic Offer of the Prequalified Investor that ranked second in the final round shall be considered a firm offer until all activities planned for the Closing Date described in section 7.8.2 are executed and shall occupy a place in the order of eligibility.
- (v) In case of a tie, the same procedure shall be repeated in a second round to break the tie. If in said second round of the final round the tie persists because none of the Prequalified Investors whose Economic Offers have resulted in a tie presents, in person or virtually, as applicable, an Economic Offer for a value greater than that of the tied Economic Offer in the previous round, the Awardee shall be determined by lottery, under the terms defined in the Commencement Notice of the Second Stage.
- (vi) The Final Round shall conclude when the Awardee is chosen according to this procedure.

7.8 Closing

7.8.1 Closing Date

The Closing Date shall take place within five (5) Business Days after the Award Hearing Date.

7.8.2 Actions leading up to the Closing Date and executed on the Closing Date

Within the five (5) Business Days prior to, and during the course of, the Closing Date, the following acts and events shall take place:

- (i) The Awardee shall make the payment for the Remaining Shares at the price contained in its final Economic Offer, following these rules:
 - a. The Awardee shall make the payment directly to EPM in Pesos.
 - b. Payment of the Final Price shall be made through a deposit of immediately available funds in Pesos on the Closing Date, under the terms established in the Commencement Notice of the Second Stage.
 - c. The Awardee shall comply with applicable Colombian regulations, including, but not limited to, tax and foreign-exchange regulations, in relation to the acquisition and payment of the Remaining Shares.
 - d. Upon EPM's instruction, registration of the Awardee as the holder of the Remaining Shares shall be carried out in UNE's shareholders' register.
- (ii) EPM shall give the order to UNE when it verifies payment of the Final Price, so that UNE registers the respective Awardee as the holder of the Remaining Shares in UNE's shareholders' register.
 - (a) In the event that the Awardee is a Consortium, the Shares shall be transferred to each of the Consortium Members according to their percentage of participation in the Consortium.
 - (b) In the event that the Awardee is a Business Group, the Shares shall be registered in the name of each of the legal entities that make up the Business Group that submitted the Acceptable Offer, according to the number of shares indicated in the respective certification that the Business Group submitted with its Purchase Proposal for these purposes.

7.9 Administration consistent with the ordinary course of business

EPM shall perform all acts within its reach, in its capacity as a shareholder of UNE, so that during the period between the Award Date and the Closing Date, UNE continues to operate in the ordinary course of business and consistently with past practices and in accordance with applicable law.

7.10 Breach of operations and new Award

In the event of non-compliance with the Purchase Proposal by the Awardee, EPM may make a new Award, in accordance with the procedure indicated in section 7.11 following, without prejudice to the mechanisms established in Colombian law to demand the sums to which it is entitled and/or compensation for damages as applicable.

7.11 New Awards

If the Awardee: (i) fails to make the payment for the Remaining Shares in accordance with its Economic Offer on or before the Closing Date, or (ii) otherwise breaches the obligations arising from its Purchase Proposal, EPM shall proceed as follows:

- (i) EPM shall declare as Awardee the Prequalified Investor who occupied second place in the order of eligibility during the Award Hearing, which shall be communicated to the Prequalified Investor within three (3) Business Days following the date on which: (a) the Awardee fails to comply, or (b) the Awardee notifies EPM, or EPM has information through another means, of the Awardee's non-compliance.
- (ii) In this event, the new Closing Date shall take place within five (5) Business Days following the date on which EPM notifies the Prequalified Investor that it is the new Awardee.
- (iii) In the event that, with respect to the Prequalified Investor who occupied second place in the order of eligibility during the Award Hearing, the circumstances described in sub-section (i) above occur, the Prequalified Investor who occupied third place in the order of eligibility during the Award Hearing shall be declared the Awardee, the other rules provided in sub-sections(i) and (ii) above shall apply, and so on until the Award is achieved or the number of Acceptable Offers is exhausted, without prejudice to the responsibilities that may be demanded from the Prequalified Investors who incur in non-compliance.

7.12 Payment for the Shares

The transfer of ownership of the awarded Shares shall be effected by registering each Awardee in UNE EPM Telecomunicaciones S.A.'s shareholders' register once all the actions indicated in section 7.8.2 above have been completed.

7.13 Ineffectiveness

In the event that it is determined that the acquisition of Remaining Shares in the Second Stage has been carried out in contravention of the provisions of the Divestment Program or the Second Stage Regulations, the transaction shall be null and void by operation of law. In this case, without prejudice to the fines and penalties established in these Second Stage Regulations, EPM may request the restitution of the Remaining Shares in accordance with Article 15 of Law 226/1995, canceling the registration, without prejudice to other applicable actions.

7.14 Criminal Penalties

Falsehoods, inaccuracies, or any other type of facts or conduct that involve violating the rules for the acquisition of Remaining Shares provided in these Second Stage Regulations shall result in the imposition of the relevant sanctions established in criminal laws and other Applicable Laws.

7.15 Divestment of Shares Not Acquired in the Second Stage

In the event that all Remaining Shares are not sold during the Second Stage, the Remaining Shares may be offered in one or more subsequent stages as EPM deems necessary to achieve the objective

of selling all the Shares, in accordance with the instructions and procedures determined by EPM for this purpose in compliance with applicable rules, regulations, and conditions.

7.16 Excluded Public Heritage Assets

In accordance with the provisions of Article 13 of Law 226/1995, UNE's rights over foundations, works of art, and assets related to Colombia's historical and cultural heritage are excluded from the sale, as applicable.

7.17 Completion of the Second Stage

For all intents and purposes, the Second Stage shall be considered completed at the moment when: (i) payment for the Remaining Shares is made and the consequent registration and/or book-entry of the Shares in UNE EPM Telecomunicaciones S.A.'s shareholders' register in favor of whoever is awarded in the Second Stage, as indicated in the Divestment Program and in these Second Stage Regulations, so that ownership of the Shares is transferred; (ii) the stage is declared void, according to the grounds for declaring this stage void, as indicated in the Second Stage Regulations; or (iii) on the date when EPM must declare the early termination of the Second Stage as a consequence of the occurrence of a force majeure event, understood as any unforeseeable, irresistible circumstance beyond EPM's control, which makes it impossible, definitively or temporarily, to continue or complete the Second Stage, including but not limited to natural disasters, acts of governmental authority, armed conflicts, civil unrest, pandemics, or any other situation that makes execution of the Second Stage unfeasible according to the terms of the Program and these Second Stage Regulations.

ANNEX 1

CONFIDENTIALITY UNDERTAKING

[●]¹, a *[insert type of company]* duly incorporated and validly existing under the laws of [●], domiciled in [●], represented herein by [●], in their capacity as [●], identified with [Citizen's ID No./Passport No.] [●] of [●], duly authorized to enter into this Undertaking (hereinafter, the "Interested Party" or the "Recipient"), hereby undertakes to maintain confidentiality regarding the information that will be provided by **EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.**, a District-level, State-owned Industrial and Commercial Company, subject to the public utilities regime, domiciled in Medellín, Colombia, and identified with TIN 890.904.996-1, (hereinafter, "EPM" or the "Discloser"), under the terms described below.

The Interested Party agrees to submit to the terms of this unilateral confidentiality undertaking (the "Undertaking"), subject to the following:

RECITALS

First. In connection with the Second Stage Regulations of the process for the divestment of five million fifteen thousand thirty-two (5,015,032) ordinary shares (the "Class A Shares") and three (3) shares with a preferential dividend and no voting rights (the "Class B Shares" and, together with the Class A Shares, the "Shares") owned by EPM in **UNE EPM TELECOMUNICACIONES S.A.** ("UNE"), in accordance with Agreement 009 of 2024 issued by the Medellín City Council and the decision of EPM's Board of Directors recorded in Minutes No. 1815 of July 1, 2025, the Interested Party, after reviewing the information available in the Data Room, expressed its intention to continue in the process and has requested Additional Information from UNE under the terms of the Second Stage Regulations (hereinafter, the "Business" or the "Divestment Process").

Second. The Recipient, in its capacity as an Interested Party under the Second Stage Regulations, has a serious interest in advancing the Divestment Process and, therefore, considers it necessary to request Additional Information from UNE, which it acknowledges is confidential and subject to confidentiality obligations.

Third. EPM will provide the Interested Party with additional information that is considered reserved and confidential.

Fourth. In order to protect the Confidential Information (as this term is defined below), the Interested Party undertakes and agrees to be bound by the provisions of this Undertaking in favor of the Discloser.

Therefore, and in order to be legally bound, the Interested Party accepts this Undertaking, which shall be governed by the following:

CLAUSES

FIRST. PURPOSE. The purpose of this Undertaking is to protect and maintain the confidentiality of the Confidential Information (as this term is defined below) that the Discloser provides to the Interested Party pursuant to its request within the Divestment Process.

¹ **Note:** The Interested Party must fill out the corresponding fields.

Paragraph One. The Discloser shall determine, in its sole discretion, what information will be provided to the Interested Party, who acknowledges that signing this Undertaking does not grant the right to demand the supply or disclosure of any particular information.

Paragraph Two. The Recipient acknowledges and agrees that any information received from the Discloser under this Undertaking shall be considered “Confidential Information” (as this term is defined below) and shall be protected under the terms of this Undertaking.

SECOND. DEFINITIONS. For the purposes of this Undertaking, and unless expressly stipulated otherwise, capitalized terms shall have the meanings set out below.

- (a) “Confidential Information” means any information of, or related to, the Discloser and/or UNE, their businesses and/or operations, as well as any information of, or related to, their partners, shareholders, and employees, disclosed by the Discloser or any of its Representatives, regardless of the manner in which it was provided (i.e., in writing, orally, visually, or in any other form), and delivered to the Recipient or its Representatives. Confidential Information also includes notes, analyses, studies, worksheets, compilations, comparisons, correspondence, emails, data messages, or any other document prepared by the Recipient or its Representatives that contains, reflects, or is based on such Confidential Information.

For all purposes, the Confidential Information must be considered a trade secret under Article 260 of Decision 486 of 2000 of the Commission of the Andean Community, since, being secret, it has commercial value and has been subject to reasonable measures to keep it secret; consequently, such information is protected by this Undertaking and by the legislation governing trade secrets.

However, information that is in the public domain at the time of receipt, or that thereafter enters the public domain without any action or omission by the Interested Party and/or its Representatives, shall not constitute Confidential Information for the purposes of this Undertaking.

- (b) “Person” means any individual, company, association, foundation, sole proprietorship, or any legal entity, joint venture, temporary joint venture (unión temporal), consortium, autonomous estate (patrimonio autónomo), or any other entity of any nature, and, in general, any person considered as such under applicable law.
- (c) “Representatives” means the executives, officers, consultants, *limited partners*, co-investors, or affiliated companies of the Interested Party and/or the Discloser, as applicable.

PARAGRAPH. Terms not expressly defined in this Undertaking shall have the meanings assigned to them in the Second Stage Regulations. Otherwise, terms shall be understood in their ordinary and usual sense in the corresponding technical language or in the natural and obvious sense according to general usage. Terms denoting the singular also include the plural and vice versa, whenever the context so requires.

THIRD. USE OF CONFIDENTIAL INFORMATION. The Discloser and its Representatives shall provide the Interested Party with the Confidential Information for the sole purpose of discussing and analyzing it in order to participate in the Second Stage of the Divestment Process, as previously indicated.

PARAGRAPH. For the purposes of this Undertaking, any use of the Confidential Information other than as indicated herein or in the Second Stage Regulations is improper. Similarly, the misuse or disclosure of the Confidential Information, as well as the acts indicated in Article 262 of Decision 486 of 2000 of the Commission of the Andean Community, shall constitute unfair competition and a breach of this Undertaking. In case of non-compliance with these clauses, the Interested Party shall be subject to the applicable legal sanctions.

FOURTH. CONFIDENTIALITY. The Interested Party agrees to: (i) keep all Confidential Information in strict confidence and not disclose, transmit, publish, or make it known, in whole or in part, by any means known or to be known, to third Persons without the Discloser's prior written authorization; (ii) not use the Confidential Information for any purpose other than evaluating its possible participation in the Divestment Process; (iii) not use the Confidential Information in any way that may be, directly or indirectly, detrimental to the Discloser, UNE, and/or their Representatives; and (iv) not photocopy or duplicate, by any means, nor reproduce, distribute, or communicate the Confidential Information, in whole or in part, except for reproductions or methods previously and expressly authorized by the Discloser. The Interested Party may not, without the Discloser's prior written authorization, inform any Person that any part of the Confidential Information protected by this Undertaking has been provided, made available, or reviewed. The Recipient's confidentiality obligation with respect to the Confidential Information begins upon receipt or knowledge thereof.

FIFTH. HANDLING OF THE INFORMATION BY REPRESENTATIVES. The Recipient may disclose to its Representatives only the Confidential Information that they specifically need to know in order to address the Interested Party's request for Additional Information in the evaluation of the Divestment Process. The Recipient shall require its Representatives to treat the information provided as confidential and shall require acknowledgment of that status and compliance with the obligations set forth herein, for which purpose it shall execute agreements, covenants, pacts, work regulations, directives, and, in general, all measures necessary for such purpose. Any failure by any Representative of the Interested Party to comply with the obligations established in this Undertaking shall be the responsibility of the Recipient.

SIXTH. SAFEKEEPING AND CARE OF THE INFORMATION. The Recipient guarantees that it shall apply all necessary security measures to prevent the disclosure, leakage, or unauthorized use of Confidential Information and agrees to protect the Confidential Information in the same manner and to the same degree as it protects its own confidential information. The Recipient undertakes to keep the Confidential Information in a location with limited access, permitted only to those Representatives who reasonably need to know it in the performance of their duties and to whom the confidentiality obligations established in this Undertaking have been conveyed.

SEVENTH. MANDATORY DISCLOSURE. Confidential Information may only be revealed and/or disclosed by mandate of an applicable law, order, decree, regulation, judgment, or rule issued or enacted by a competent authority in the exercise of its legal functions, subject to the provisions of this Undertaking. If the Interested Party and/or its Representatives, in the course of, or by mandate of, an applicable law, order, decree, regulation, judgment, or rule issued or enacted by a competent authority in the exercise of its legal functions, are required to reveal or disclose Confidential Information, they shall notify the Discloser within a maximum of one (1) calendar day from receipt of the request and, in any event, before delivering the Confidential Information so that the Discloser may take the necessary measures to: (i) protect the Confidential Information; and (ii) mitigate the effects of such disclosure. If all legal remedies regarding the order requiring the Confidential Information have been exhausted, or if, despite an appeal, the authority insists on the mandatory nature of the measure or does not suspend or desist from it, the Recipient shall deliver strictly that portion of the Confidential Information required by the relevant authority, advising such authority

that the information is Confidential Information and giving prior notice to the Discloser. In any such event, the Recipient shall continue to make the necessary efforts to obtain a protective order or any measure that ensures that confidentiality is handled in accordance with this Undertaking.

EIGHTH. PROHIBITION ON CONTACT. The Recipient and its Representatives, jointly or individually, undertake not to contact, directly or indirectly, shareholders other than EPM, customers, suppliers, and/or Representatives of the Discloser and/or UNE, or public authorities, for the purpose of obtaining any type of Confidential Information.

NINTH. RESTRICTIONS. The Recipient shall not use the Confidential Information provided by the Discloser and its Representatives to directly or indirectly make investments, or to develop businesses, contracts, or operations on its own behalf or with third parties, in such a way as to obtain benefits derived from the Confidential Information.

TENTH. RETURN AND DESTRUCTION OF THE INFORMATION. Upon receipt of written notice from the Discloser and/or its Representatives, the Interested Party undertakes to: (i) return and/or destroy all documents and other tangible or intangible materials that constitute Confidential Information and that have been provided by or on behalf of the Discloser and/or UNE, and all copies, extracts, or other total or partial reproductions thereof contained in any medium known or to be known; and (ii) delete or erase (or cause to be deleted or erased) all Confidential Information from any computer, data processor, record systems, databases, or other storage devices of Confidential Information, except for documentation and information that must be retained in compliance with regulatory or legal provisions or that reside on security or disaster recovery servers. The Discloser may require a certificate signed by the legal representative of the Interested Party attesting to the destruction or complete return of the Confidential Information provided. The obligations contained in Clause Three (*Use of the Confidential Information*) and Clause Four (*Confidentiality*) of this Undertaking shall survive any return or destruction of the Confidential Information.

ELEVENTH. FUTURE NEGOTIATIONS. The Interested Party understands that the sole purpose of this document is to protect and maintain the confidentiality and reserve of the Confidential Information that the Discloser will provide to the Interested Party, and that it does not obligate either party to perfect any legal transaction or to conduct future negotiations, agreements, or commercial relationships between the Interested Party and the Discloser, nor to exercise rights or demand performance of obligations arising from any other contract between them, nor to enter into or conclude the Business. This Undertaking does not constitute an agency or partnership of any kind between the Interested Party and the Discloser.

TWELFTH. NON-EXCLUSIVITY. Nothing in this Undertaking constitutes or grants any exclusivity or preferential option with respect to a possible Divestment Process or Business between the Interested Party and the Discloser, nor does it limit the Discloser from pursuing commercial opportunities with other interested parties.

THIRTEENTH. INTEGRITY, QUALITY OR ACCURACY OF THE CONFIDENTIAL INFORMATION. The Confidential Information shall be transmitted to the Recipient in the form in which it reasonably exists, and neither the Discloser nor its Representatives make any representation or warranty, express or implied, regarding the completeness, quality, truthfulness, or accuracy of the Confidential Information. The Recipient acknowledges that delivery of the Confidential Information creates no additional obligation for the Discloser to update or provide further information.

FOURTEENTH. INTELLECTUAL PROPERTY. Neither acceptance of this Undertaking nor the delivery of the Confidential Information to the Interested Party constitutes, confers, grants, or transfers copyrights, patents, trademarks, licenses, or other intellectual property rights (present or future) in favor of the Recipient, except for the right to use such Confidential Information in accordance with the terms of this Undertaking.

The Confidential Information shall remain the property of the Discloser, and the Interested Party shall not claim nor file any application to obtain any intellectual property rights in respect thereof. Likewise, the ownership of ideas arising from the development of discussions related to the Business, as well as any material medium in which they are contained, if any, shall be exclusively the Discloser's, and the Interested Party may not claim ownership thereof.

FIFTEENTH. BREACH OF CONFIDENTIALITY OBLIGATION. The Recipient agrees that a breach of the confidentiality and reserve obligation assumed by means of this Undertaking shall entitle the Discloser to seek compensation for all damages caused, directly and/or indirectly, provided that the Recipient and/or its Representatives, as the case may be, are adjudged liable by an arbitral award or a final non-appealable judicial decision, and acknowledges that the Discloser and/or its Representatives, as affected or injured parties, as the case may be, shall have the right to exercise any legal means to prevent further damages.

SIXTEENTH. PENALTY CLAUSE. A breach of any of the obligations contained in this Undertaking by the Recipient or any of its Representatives shall make the Recipient liable for the damages caused to the Discloser and/or its Representatives.

If the Recipient breaches the obligations established in this Undertaking, it shall pay the Discloser, as a penalty, a sum equivalent to four thousand million Colombian pesos (COP 4,000,000,000). The sum established herein shall become immediately due, without the need for any judicial demand, upon the Recipient's breach, and shall be paid within ten (10) calendar days following such breach. The foregoing is without prejudice to the Discloser exercising any other legal actions available against the Recipient to demand performance of the obligations arising from this Undertaking, as well as to demand recognition and payment of compensation for all damages suffered. The penalty clause established in this Undertaking may be enforced through executive proceedings, for which the Interested Party acknowledges that this Undertaking constitutes an enforceable instrument, and the Recipient expressly waives the requirement to be placed in default.

SEVENTEENTH. TERM. The confidentiality obligations established in this Undertaking shall terminate five (5) years from the date of execution and acceptance of this document.

EIGHTEENTH. WAIVERS. No omission or delay by the Discloser in exercising any right, power, action, or remedy under this Undertaking shall be construed as a waiver thereof, nor shall the partial exercise of any such right, power, action, or remedy preclude the subsequent exercise of the same or any other right, power, action, or remedy.

NINETEENTH. ASSIGNMENT. This Undertaking may not be assigned, in whole or in part, by the Interested Party without the Discloser's prior express written authorization.

TWENTIETH. SEVERABILITY. If any provision of this Undertaking is or becomes ineffective, illegal, invalid, is declared null or non-existent, or cannot be enforced under the laws of the Republic of Colombia, the remaining provisions of this Undertaking shall not be deemed invalidated unless the Undertaking cannot be performed without the ineffective, null, non-existent, or unenforceable provision.

TWENTY-FIRST. PERSONAL DATA PROTECTION. In connection with this Undertaking, the Interested Party and the Discloser, as applicable, shall strictly comply with the General Personal Data Protection Regime under Law 1581/2012 and Chapters 25 and 26 of Decree 1074/2015, and other regulations that modify, complement, or add to it. To that end, they shall adopt all measures necessary to ensure data security, shall obtain authorization from the data subjects, and shall inform them of their data processing policies and how to exercise their rights. They shall also ensure that the personal data in their databases are accurate and sufficient, updating, rectifying, or deleting them when requested by the data subject or when they detect any error.

By virtue of this Undertaking, the Recipient and/or its Representatives shall have access to personal data and information provided by the Discloser and/or its Representatives. For these purposes, the Recipient and/or its Representatives shall comply with applicable legislation, particularly Laws 1266/2008 and 1581/2012, and Chapter 25 of Decree 1074 /2015 (and other regulations that modify, add to, or repeal them), as well as the parameters established by the Constitutional Court in Constitutional Court Judgment C-1011 of 2008 and Constitutional Court Judgment C-748 of 2011, among others.

The Discloser, as controller responsible for the processing of personal information, shall obtain authorization from the data subjects and inform them that their personal information may be shared with third parties to duly fulfill the obligations set forth in this Undertaking. For its part, the Recipient shall assume the role of data processor with respect to the personal data provided by the Discloser and undertakes to comply with the duties inherent therein contemplated in the article of Law 1581/2012 and not to use such data for purposes other than those strictly necessary for the performance of this Undertaking.

In all cases, the Recipient shall perform the processing in accordance with this clause and, in any event, shall ensure compliance with the following conditions:

- a. Use the information for the specific purposes established in this Undertaking, its annexes, and other documents executed pursuant hereto;
- b. Maintain the confidentiality of personal data and its processing, especially data classified as sensitive;
- c. Keep personal data under adequate and sufficient human and technological security conditions and measures to prevent alteration, loss, consultation, use, or access without the data subject's prior authorization;
- d. Inform the Discloser of (i) the occurrence of events of, or (ii) the existence of reasons to consider that there is a risk of: (a) a violation of security codes protecting personal data, (b) non-compliance with personal-data regulations applicable to the Recipient, (c) non-compliance with personal-data processing principles, (d) violation of data subjects' *habeas data* rights, (e) unauthorized processing of personal data, (f) non-compliance with this clause, (g) accidental unauthorized access to personal data, or (h) fraudulent or criminal access to personal data; and
- e. Not deliver, disclose, transfer, and/or transmit personal data to any unauthorized third party unless there is the Discloser's prior, express, written authorization.

PARAGRAPH: If the Recipient uses, transfers, or allocates the information provided for any unauthorized purpose under this Undertaking, it shall assume the role of controller and shall be liable for any administrative or civil sanctions incurred due to the misuse of personal information, without prejudice to legal actions for breach of this Undertaking.

TWENTY-SECOND. APPLICABLE LAW.

This Undertaking shall be governed by the laws of the Republic of Colombia. All disputes arising from or related to this Undertaking shall be submitted to the jurisdiction of the courts of the Republic of Colombia.

TWENTY-THIRD. AMENDMENTS AND MODIFICATIONS. This Undertaking shall not be amended or otherwise modified except by a written instrument signed by the Discloser and accepted by the Interested Party.

TWENTY-FOURTH. ENTIRE AGREEMENT. This Undertaking constitutes the entire understanding of the Interested Party with respect to the obligations it assumes in favor of the Discloser in relation to the Confidential Information and supersedes and renders ineffective, exclusively for the Interested Party, any prior communication, statement, or understanding on this matter, whether written or oral, without implying any additional obligation for the Discloser, and without modifying the Second Stage Regulations.

TWENTY-FIFTH. COMMUNICATIONS. Any notice or communication that must be sent in relation to this Undertaking shall be in writing and sent by (a) personal delivery, (b) certified mail with proof of delivery, or (c) email (provided there is confirmation of receipt), to the attention of the following persons:

THE DISCLOSER

Attention: Sebastian Mendez Agudelo - Corporate Acquisitions, Mergers and Divestitures
Department

Address: Carrera 58 # 42 - 125

City: Medellín, Colombia

Email: dep01940836@epm.com.co, with copy to: uo0836@epm.com.co.

THE RECIPIENT

Attention: [●]

Address: [●]

City: [●]

Email: [●]

Any notice or communication shall be deemed made at the time of personal delivery or, in the case of certified mail, on the date of delivery at the address and in the manner established in this Undertaking, or, in the case of email, on the date of sending. Deliveries made on non-business days or after 5:00 p.m. on business days shall be deemed received on the next business day.

TWENTY-SIXTH. COUNTERPARTS. This Undertaking shall be executed in a single original (one counterpart).

In witness whereof, this Undertaking is signed and accepted on the [●] day of [●], [●].

THE RECIPIENT

Signature: _____

Name:

Title:

ANNEX 2
FINANCIAL CERTIFICATION FORM

[Date]

To:

EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.

Medellín

Reference: Second Stage of the Divestment Program for the shares owned by Empresas Públicas de Medellín E.S.P. in UNE EPM Telecomunicaciones S.A.

Dear Messrs.:

[In compliance with the provisions contained in the Second Stage Regulations, especially those in Section 6.3.1(ii)(a)(2), in my capacity as Legal Representative of *[include name of the Interested Party that is not a Consortium]*, I hereby certify that, as of the date hereof, the company I represent has *[directly / indirectly through [●]]* the capital and the resources to pay the Purchase Price, as evidenced by *[the audited financial statements as of December 31, 2024 attached to this communication / documents supporting the obtaining of financing or resources from the parent company]*².]

[In compliance with the provisions contained in the Second Stage Regulations, especially those in Section 6.3.1(ii)(a)(4), *[include name of the Interested Party who is a natural person]*, on my own behalf, I hereby certify, under oath before a Notary Public, that my net worth amounts to COP [●], as evidenced by my income tax return for tax year 2024 and, therefore, I have sufficient income to pay the Final Price.]³.

[In compliance with the provisions contained in the Second Stage Regulations, especially those in Section 6.3.1(ii)(b)(2), in my capacity as Legal Representative of *[include name of the Consortium member]*, I hereby certify that, as of the date hereof, (i) the company I represent has an amount equivalent to COP [●] for the payment of the Purchase Price, as evidenced by *[the audited financial statements as of December 31, 2024 attached to this communication / documents supporting the obtaining of financing or resources from the parent company]*; (ii) my percentage interest in the consortium *[include name of the Consortium]* (the “Consortium”) is [●]%; and (iii) that, adding my percentage interest to the amounts evidenced by the other members of the Consortium as set forth in section 6.3.1(i)(b) of the Second Stage Regulations, we jointly have sufficient resources to pay the Final Price.]⁴

Capitalized terms shall have the meaning assigned to them in the Second Stage Regulations, unless expressly stated otherwise.

By:

¹ Include this paragraph only if the Interested Party is a legal entity that is not a Consortium.

² Include this paragraph only if the Interested Party is a natural person.

³ Include this paragraph only if the Interested Party is a member of a Consortium. Each member of the Consortium must submit a certificate under the same terms.

[Insert Interested Party's Name]

[Citizen's ID] [Foreigner's ID] [P]. No. [_____]



Empresas Públicas de Medellín E.S.P Third-Party KYC (Know Your Customer) Form



Prevention of Asset Laundering, Terrorist Financing, Fraud, Corruption, and Bribery

Empresas Públicas de Medellín E.S.P. ("EPM"), a municipal state-owned industrial and commercial company, in its capacity as the entity responsible for having a risk management system for Money Laundering and Financing of Terrorism (ML/FT), in accordance with the applicable regulations on this matter, the legal provisions aimed at strengthening mechanisms to prevent Fraud, Corruption, and Bribery (FCS), and its current Comprehensive Risk Management and Corporate Social Responsibility policies, provides this form for KYC due-diligence of its current and potential counterparties.

Please keep the following considerations in mind:

Natural persons: sign the document and attach a photocopy of the Citizen's ID or valid identification document.

Legal entities: the form must be signed by the Legal Representative or another competent signatory and be accompanied by a copy of the Certificate of Existence and Legal Representation issued within the last month (or its equivalent), the Single Tax Registry (RUT), and a photocopy of the signatory's identification document.

Consortia and Temporary Unions (Uniones Temporales): the Consortium or Temporary Union, as well as each of the natural or legal persons that compose it, must independently complete and sign this form and attach the documents indicated above.

Some information may not apply, in which case it should be indicated by writing N/A.

If any chapter requires additional space, use this workbook's additional tabs.

Type of request Date of preparation Day Month Year

I. BASIC INFORMATION

Type Name or company name
ID Type ID No. Veri Registration date or ID issuance Day Month Year
Address Count Department City
Telephone Email Website
PEP Main CIU Code Economic activity

If part of a corporate group, indicate the companies that compose it and the status held within the group, that is, whether it is parent (M), affiliate (F), or subsidiary (S):

Name or company name	ID Type	ID No.	Capacity	Name or company name	ID Type	ID No.	Capacity
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

II. INFORMATION ON LEGAL REPRESENTATIVES

	Principal	First alternate	Second alternate
First Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Type	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID No.	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Issue Date	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>
Country of Domicile	<input type="text"/>	<input type="text"/>	<input type="text"/>
Department	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>
PEP	<input type="text"/>	<input type="text"/>	<input type="text"/>

III. INFORMATION ON BOARD OF DIRECTORS, MANAGEMENT BOARD, OR EQUIVALENT

	Member	Member	Member	Member	Member
First Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Type	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Issue Date	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>
Country of Domicile	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Department	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PEP	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

	Member	Member	Member	Member	Member
First Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name(s)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Type	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ID Issue Date	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>	Day / Month / Year <input type="text"/>
Country of Domicile	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Department	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
PEP	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

IV. COMPLIANCE INFORMATION

Regulations		Compliance Officer or designated responsible person	
		Principal	Alternate
Is it subject to any regulations for ML/FT or FCS risk management? Which entity supervises it?	First Name(s)		
	Last Name(s)		
	ID Type		
	ID No.		
	ID Issue Date	Day / Month / Year	Day / Month / Year
	Country of Domicile		
What type of system is implemented?	Department		
	City		
	Email		

V. INFORMATION ON STATUTORY AUDITORS OR EXTERNAL AUDITORS

	Principal	Alternate	If there is a firm or legal entity acting as statutory auditor or external auditor, indicate:	
First Name(s)			Type	
Last Name(s)			Company name	
ID Type			ID Type	
ID No.			ID No.	Verifi
ID Issue Date	Day / Month / Year	Day / Month / Year	Issue date ID	Day / Month / Year
Country of Domicile			Country of Domicile	
Department			Department	
City			City	
Telephone			Telephone	
Email				

VI. INFORMATION ON SHAREHOLDERS AND/OR PARTNERS

Natural or legal persons with an ownership interest equal to or greater than five percent (5%)

Name or company name	ID Type	ID No.	Verifi	Registration date or ID issuance	% of participation	Country of Domicile	PEP
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			
				Day / Month / Year			

VII. SUPPLEMENTARY INFORMATION ON BENEFICIAL OWNERS

If any of the shareholders and/or partners with an ownership interest equal to or greater than five percent (5%) is a legal entity, indicate in this chapter the information of the natural person or persons who meet the definition of beneficial owner set forth in Law 2155/2021: "[...] 'Beneficial owner' shall be understood as the natural person(s) who ultimately owns or controls, directly or indirectly, a client and/or the natural person on whose behalf a transaction is carried out. It also includes the natural person(s) who exercise effective and/or final control, directly or indirectly, over a legal entity or another structure without legal personality." (as reported in DIAN's Beneficial Owners Registry – RUB, where applicable).

Shareholder holding ≥ 5% - Corporate name	Beneficial Owners	ID Type	ID No.	ID Issue Date	PEP
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	

Shareholder holding ≥ 5% - Corporate name	Beneficial Owners	ID Type	ID No.	ID Issue Date	PEP
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	

Shareholder holding ≥ 5% - Corporate name	Beneficial Owners	ID Type	ID No.	ID Issue Date	PEP
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	
				Day / Month / Year	

Provide the information of the persons who, as indicated in previous sections, have PEP status and of those within your organization who meet the definition of Decree 830 of 2021: “[...] *Politically Exposed Persons (PEP) are public servants of any nomenclature and job-classification system in the national and territorial public administration when they have assigned or delegated functions of issuing norms or regulations, general management, formulation of institutional policies and adoption of plans, programs and projects, direct management of State assets, money or securities, administration of justice or administrative sanctioning powers, and individuals who are in charge of directing or managing resources in political movements or parties. These functions may be exercised through expense authorization, public procurement, investment-project management, payments, settlements, administration of movable and immovable property [...]. PEP status will remain in effect during the exercise of the position and for two (2) additional years from resignation, dismissal, removal, or any other form of separation, or the termination of the contract [...]*”.

Staff	First Name(s)	PEP			
	Last Name(s)				
	ID Type		ID No.		
PEP Position	Entity				
	Position				
	Registration	Day / Month / Year			
	Termination	Day / Month / Year			
Relationship by consanguinity - adoption		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
	Other	Close associates			
		Close associates			
Close associates					
Foreign Bank Accounts		Where			

Staff	First Name(s)	PEP			
	Last Name(s)				
	ID Type		ID No.		
PEP Position	Entity				
	PEP Position				
	Registration	Day / Month / Year			
	Termination	Day / Month / Year			
Relationship by consanguinity - affinity - adoption		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
		Name			
		ID Type		ID No.	
	Other	Close associates			
		Close associates			
Close associates					
Foreign Bank Accounts		Where			

Does the company you represent, or you as a natural person, have any type of business or economic relationship with foreign companies or individuals?

If so, does any of those companies form part of a government (State) or is any such person a government official (public official) of the country where they are located?

If you answered affirmatively to any of the previous questions, please provide details in the following box about the foreign companies or individuals with whom you have any type of business or economic relationship:

[illegible]

X. FORM DECLARATIONS AND SIGNATURE

Voluntarily, acting in good faith and according to my current knowledge, I declare that:

i) My income or assets, or those of the legal entity I represent, its Legal Representatives, members of the Board of Directors, compliance personnel, statutory auditors, external auditors, shareholders and/or partners with an ownership interest equal to or greater than five percent (5%), and beneficial owners, do not come from any illegal activity contemplated in the Colombian Criminal Code or in any regulation that replaces, adds to, or modifies it. Consequently, I declare that the income or assets are linked to the normal development of lawful activities related to the corporate purpose in the case of legal entities, or to the practice of a profession or trade in the case of natural persons. Additionally, I declare that the aforementioned persons have not carried out transactions or operations intended for the execution or financing of illegal activities contemplated in the Colombian Criminal Code or in any regulation that replaces, adds to, or modifies it, or in favor of persons related to such activities.

ii) The resources or assets subject to any relationship with EPM do not come from any illegal activity contemplated in the Colombian Criminal Code or in any regulation that modifies, adds to, or replaces it and, in its execution, I or the legal entity I represent, or its Legal Representatives, members of the Board of Directors, compliance personnel, statutory auditors, external auditors, shareholders and/or partners with an ownership interest equal to or greater than five percent (5%), and beneficial owners, will not have links with third parties involved in activities related to Money Laundering and Financing of Terrorism (ML/FT), Fraud, Corruption, and Bribery (FCS), or Transnational Bribery (TB).

iii) Whether as a natural person or, if applicable, on behalf of the legal entity I represent (including its Legal Representatives, Board members, compliance personnel, statutory auditors, external auditors, shareholders and/or partners with an ownership interest of at least five percent (5%), and beneficial owners), we comply with the applicable standards and regulations, international recommendations, and other local laws to manage the risk of Money Laundering and Financing of Terrorism (ML/FT), Fraud, Corruption, and Bribery (FCS), or Transnational Bribery (TB).

iv) Whether as a natural person or as the legal entity I represent, its Legal Representatives, members of the Board of Directors, compliance personnel, statutory auditors, external auditors, shareholders and/or partners with an ownership interest equal to or greater than five percent (5%), and beneficial owners are not included in the international binding list for Colombia in accordance with international law (United Nations sanctions lists), or in the lists issued by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC sanctions lists), or in the list of terrorist organizations issued by the National Security Council, as well as in national or international lists or databases related to illegal activities, Fraud, Corruption, or Bribery (World Bank and Inter-American Development Bank lists), or for carrying out or participating in anti-competitive conduct. EPM or its related companies are authorized to carry out the verifications they deem pertinent in databases, control lists, or national or international public information, including through third parties, who may transfer and process said information to manage legal or reputational risk, and may terminate any contractual relationship if it is verified that any such person appears on said lists.

v) There is no final judicial judgment or criminal investigation against me or the legal entity I represent, nor against its Legal Representatives, members of the Board of Directors, compliance personnel, statutory auditors, external auditors, shareholders and/or partners with an ownership interest equal to or greater than five percent (5%), and beneficial owners, for intentional crimes related to Money Laundering and Financing of Terrorism (ML/FT); Fraud; Corruption and Bribery (FCS); or Transnational Bribery (TB); or for engaging in or participating in anti-competitive practices; EPM or its related companies are authorized to carry out the verifications they deem pertinent in databases, watchlists, or national or international public information, including through third parties, who may transfer and process such information, to manage legal or reputational risk, and may terminate any relationship if it is verified that any such persons are the subject of investigations or proceedings or if information exists in such databases.

Note: In the event of a final judicial judgment or conviction, or any involvement in criminal investigations or proceedings for intentional crimes related to ML/FT; Fraud; FCS; or TB; or for engaging in or participating in anti-competitive practices, as well as facts that may expose EPM to legal or reputational risk, a document listing and detailing these events must be attached to this form.

vi) The information provided and annexed to this form is truthful. I will inform of any circumstance that modifies this declaration and will update the requested data and information when required, acknowledging that any omission or inaccuracy in these documents may result in the rejection of this application and the return of the documentation, as well as the cancellation of my registration.

vii) EPM has communicated that the personal data provided in connection with this form will be processed securely and confidentially, in accordance with Law 1581 of 2012, its regulatory decrees, and with the personal data protection policy (General Management Decree 1946 of 2013) published on its website www.epm.com.co, for the purpose of fulfilling obligations related to the prevention of ML/FT risks. For this processing, EPM may use the personal contact data provided, such as email addresses, phone numbers, SMS, among others. The personal data collected may be communicated to authorities, contractors, and their employees when required, for the purposes stated above, and may be processed, communicated, or transferred between EPM (as parent) and its domestic and international subsidiaries in the exercise of their right to be informed. I am also aware that any inquiry and/or complaint regarding the processing of my personal data and its access, updating, rectification, or deletion can be made through EPM's habeas data channel at: protecciondatos@epm.com.co, and that complaints may be filed with the Superintendence of Industry and Commerce.

Signature

First and last names

ID Type

ID No.

ANNEX 4

PRE-QUALIFICATION REQUEST LETTER

[Date]

To:

EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.

Medellín

Ref. Second Stage of the Divestment Program for Shares of Empresas Públicas de Medellín E.S.P. ("EPM") in UNE EPM TELECOMUNICACIONES S.A. ("UNE").

Dear Messrs.:

In accordance with the provisions contained in the Second Stage Regulations of the divestment program for EPM's shares in UNE (the "Second Stage Regulations"), by means of this letter [acting on my own behalf / acting on behalf of and representing [include name of the Interested Party]] I express my interest in purchasing the Remaining Shares and, consequently, request [to be / that [name of the Interested Party] be] declared a Prequalified Investor within the Second Stage of the Divestment Process for EPM's shares in UNE.

For this purpose, I list below the documents that evidence the status of Prequalified Investor of [Name of the Interested Party], which are included in the Pre-qualification Envelope, indicating whether each is submitted in original or copy:

- (a) Annex 3 of the Second Stage Regulations, duly completed and signed.
- (b) [Power(s) of Attorney duly [notarized before a Notary Public/apostilled]].
- (c) Documents evidencing the existence and representation of the Interested Party, consisting of (i) [_____], (ii) [_____], [include list of documents that evidence the existence and legal representation of the Interested Party in accordance with section 6.2 of the Second Stage Regulations].
- (d) Documents evidencing compliance with the financial requirements, in accordance with section 6.3 of the Second Stage Regulations, namely:
[Include list of documents];
- (e) [Copy of the authorization, non-objection, registration, or equivalent act issued by a competent governmental authority for the acquisition of the Remaining Shares / Certification signed by the Legal Representative of the Interested Party stating that (i) the Interested Party, under current regulations, does not need to obtain authorization, non-objection, registration, or an equivalent act from a competent authority for the acquisition of the Shares, and (ii) if it submits an Economic Offer during the Second Stage and is the Awarded Investor, it assumes full responsibility for any damages that may be caused to EPM, UNE, their representatives, directors, administrators, employees, members, advisors, and any other person affected as a result of not requiring or not obtaining said authorization or enabling act].

For all legal purposes, [on behalf of and representing _____], I declare that I know, accept, and fully submit to the provisions contained in the Second Stage Regulations and, in accordance therewith, [on behalf of and representing _____], I declare under oath that:

- (a) [Name of the Interested Party] is a [_____], duly incorporated under the laws of [_____].
- (b) I am fully authorized under the laws of [_____], its bylaws, and other corporate provisions to submit the Pre-qualification Envelope and to comply with the obligations assumed under the Second Stage Regulations.
- (c) The submission of the Pre-qualification Envelope and the documents attached thereto have been authorized by all corporate requirements and other corresponding actions, and do not constitute a violation of, or failure to comply with, the terms or provisions of any law, regulation, or court order.
- (d) The documents submitted in the Pre-qualification Envelope are originals, and the copies thereof are true copies of their originals.⁵
- (e) The persons who sign this letter and the documents submitted in the Pre-qualification Envelope have the capacity to do so.
- (f) I have sufficient and available financial resources, or firm and unconditional financing commitments, to fully pay the Final Price that will be indicated in the Economic Offer at the Award Hearing, without being subject to conditions precedent, pending credit approvals, or the need to obtain additional financing.
- (g) I have no disqualifications or incompatibilities for carrying out the transactions referred to in the Second Stage Regulations.
- (h) I am not in breach of the provisions set forth in the Second Stage Regulations.
- (i) I am not on the OFAC Sanctions List (SDN) or any other restrictive list of a similar nature, whether national or international.

⁵**Note to draft:** If not, please specify which are not originals and certify that originals will be provided in the Economic Offer Envelope.

Any notification that must be sent to me during the Pre-qualification Process or at any time during the Second Stage shall be sent to the following addresses:

[Address: _____]

[Email: _____]

Terms used with an initial capital letter in this Pre-qualification Request Letter shall have the meaning attributed to them in the Second Stage Regulations.

Sincerely,

[By: Name of the Prequalified Investor or Attorney-in-Fact]

[Acting on behalf of: Name of the Prequalified Investor]⁶

²**Note to draft:** Only include if submitted by an Attorney-in-Fact.

ANNEX 5

ECONOMIC OFFER FORMAT

[Date]

To:

EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.

Medellín

Ref. Second Stage of the Divestment Program for Shares of Empresas Públicas de Medellín E.S.P. ("EPM") in UNE EPM TELECOMUNICACIONES S.A. ("UNE").

Dear Messrs.:

In accordance with the provisions contained in the Second Stage Regulations of the divestment program for EPM's shares in UNE (the "Second Stage Regulations"), [acting on my own behalf / acting on behalf of and representing [include name of the Interested Party]] we hereby submit to EPM the following Economic Offer within the Second Stage of the divestment program for EPM's shares in UNE, under the terms of the Second Stage Regulations.

As part of the Economic Offer Envelope, the following documents are submitted⁶:

- (a) [The original documents from the Pre-qualification Envelope that were not attached in original and/or legalized form in that envelope, duly apostilled or legalized, as applicable, and, in each case, accompanied by an official translation, in accordance with the Second Stage Regulations.]⁶
- (b) Adherence Agreement to the Shareholders' Agreement, duly signed by the Prequalified Investor.

Consequently, we hereby comply with the provisions of Section 7.4 of the Second Stage Regulations and submit the Economic Offer Envelope.

ECONOMIC OFFER

- 1. Identification of the Prequalified Investor:** We inform EPM that the person who will participate in the Economic Offer will be: [full name or corporate name of the Prequalified Investor], who is a Prequalified Investor in accordance with the Second Stage Regulations, as stated in the communication dated [] sent by EPM to the Prequalified Investor.
- 2. Price per Share in Colombian Pesos:** (COP [amount in numbers])
- 3. Number of Remaining Shares:** []

¹**Note to draft:** These documents must only be submitted with the first Economic Offer. If Economic Offers are submitted in the ascending rounds or in the final round, it will not be necessary to submit this documentation again.

The submission of this Economic Offer is an irrevocable manifestation of will by the Prequalified Investor to acquire the Remaining Shares and pay the price indicated in this Economic Offer.

²**Note to draft:** Only include if not all original and/or legalized documents were sent in the Pre-qualification Envelope.

4. Final Price for all Shares in Colombian Pesos: (COP [amount in numbers])

5. Statements: [on behalf of and representing _____]⁶, I declare, under oath, that:

- a. [It is a [_____] , duly incorporated under the laws of [_____] .]⁶
- b. [It is fully authorized under the laws of [_____] , its bylaws, and other corporate provisions to submit an Economic Offer and to comply with the obligations assumed under the Second Stage Regulations, and the execution and performance thereof have been authorized by all corporate requirements and other corresponding actions, and do not constitute a violation of, or failure to comply with, the terms or provisions of any law, regulation, or court order.]⁶
- c. The Economic Offer is irrevocable and unconditional and entails the express acceptance, without exception, of all the terms and conditions established in the Second Stage Regulations.
- d. The price indicated in this Economic Offer will be paid to EPM if the Prequalified Investor is the Awardee at the Award Hearing on the Closing Date.
- e. This Economic Offer will remain valid for ten (10) Business Days following the Closing Date.
- f. It has sufficient and available financial resources, or firm and unconditional financing commitments, to fully pay the price indicated in the Economic Offer on the Closing Date, without being subject to conditions precedent, pending credit approvals, or the need to obtain additional financing.
- g. It had access to sufficient information regarding UNE and the Divestment Process; therefore, it submits the Economic Offer with full knowledge and after having analyzed the risks and implications associated with such investment.
- h. It is not in breach of the rules established in the Second Stage Regulations.
- i. It is not listed on OFAC's Specially Designated Nationals and Blocked Persons (SDN) List or any other restrictive list of a similar nature, whether national or international.
- j. The resources used for the acquisition of the Shares are of lawful origin and, in general, do not come from any activity contrary to the law.

³**Note to draft:** Delete if the Interested Party is a natural person.

⁴**Note to draft:** Delete if the Interested Party is a natural person.

⁵**Note to draft:** Delete if the Interested Party is a natural person.

[By: Name of the Prequalified Investor]

Name: [_____]
Citizen's ID [_____]
Title: [_____] ⁷

⁶**Note to draft:** Delete if the Prequalified Investor is a natural person acting on their own behalf.

ANNEX 6

POWER OF ATTORNEY FORM – NATURAL PERSONS

[_____] day of [_____] , 202[___]

Reference: Second Stage of the Divestment Program for the shares owned by Empresas Públicas de Medellín E.S.P. in UNE EPM Telecomunicaciones S.A.

The undersigned, [_____] , of legal age, domiciled in [_____] , identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [_____] issued in [_____] , hereby grants a special, broad, and sufficient power of attorney to [_____] , of legal age, domiciled in [_____] , identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [_____] issued in [_____] (the "Attorney-in-Fact") so that, in my name and on my behalf, it may submit, within the Public Offer for Sale in the Second Stage, the Purchase Proposal for [_____] (_____) Shares indicated in the Economic Offer Form, including authorization to sign the Economic Offer Form, its annexes, the other annexes to the Second Stage Regulations, and any other document required within the divestment process. The Attorney-in-Fact is likewise authorized to represent me in any other action that may be required under the Second Stage Regulations, including, but not limited to, the submission of new Economic Offers, notification of the Award or the rejection of the Award, ratification, if required, or the request for and effective return of funds, among others.

Capitalized terms shall have the meaning assigned to them in the Second Stage Regulations, unless expressly stated otherwise.

By:

[Name of the Principal]
[Citizen's ID] [Foreigner's ID] [P]. No. [_____]

ACCEPTED

[Name of Attorney-in-Fact]
[Citizen's ID] [Foreigner's ID] [P.] No. [_____]

ANNEX 7
POWER OF ATTORNEY FORM – ENTITIES OTHER THAN NATURAL PERSONS

[_____] day of [____], 202[_____]

Reference: Second Stage of the Divestment Program
for the shares owned by Empresas Públicas
de Medellín E.S.P. in UNE EPM
Telecomunicaciones S.A.

The undersigned, [____], of legal age, domiciled in [____], identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [____] issued in [____], hereby grants a special, broad, and sufficient power of attorney to [____], of legal age, domiciled in [____], identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [____] issued in [____] (the "Attorney-in-Fact") so that, in the name and on behalf of [____] (the "Principal"), the entity I represent, it may submit, within the Public Offer for Sale in the Second Stage, the Purchase Proposal for [____] (____) Shares indicated in the Economic Offer Form, including authorization to sign the Economic Offer Form, its annexes, the other annexes to the Second Stage Regulations, and any other document required within the divestment process. The Attorney-in-Fact is likewise authorized to represent the Principal in any other action that may be required under the Second Stage Regulations, including, but not limited to, the submission of new Economic Offers, notification of the Award or the rejection of the Award, ratification, if required, or the request for and effective return of funds, among others.

Capitalized terms shall have the meaning assigned to them in the Second Stage Regulations, unless expressly stated otherwise.

By:

[Name of the Principal]
[Citizen's ID] [Foreigner's ID] [P]. No. [_____]

ACCEPTED

[Name of Attorney-in-Fact]
[Citizen's ID] [Foreigner's ID] [P.] No. [_____]

ANNEX 8

POWER OF ATTORNEY FORM - CONSORTIUM

[____] day of [____], 202[____]

Reference: Second Stage of the Divestment Program for the shares owned by Empresas Públicas de Medellín E.S.P. in UNE EPM Telecomunicaciones S.A.

The undersigned, [____], of legal age, domiciled in [____], identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [____] issued in [____], acting on behalf of [____], in its capacity as member of the consortium [____], and on behalf of the consortium [____], hereby grants special power of attorney to [____], of legal age, domiciled in [____], identified with [Citizen's ID / Foreigner's ID Card / Passport] No. [____] issued in [____] (the "Attorney-in-Fact") so that, in the name and on behalf of [____] and of the consortium [____] (the "Principal"), it may submit, within the Public Offer for Sale in the Second Stage, the Purchase Proposal for [____] (____) Shares indicated in the Economic Offer Form, including authorization to sign the Economic Offer Form, its annexes, the other annexes to the Second Stage Regulations, and any other document required within the divestment process. The Attorney-in-Fact is likewise authorized to represent the Principal in any other action that may be required under the Second Stage Regulations, including, but not limited to, the submission of new Economic Offers, notification of the Award or the rejection of the Award, ratification, if required, or the request for and effective return of funds, among others.

Capitalized terms shall have the meaning assigned to them in the Second Stage Regulations, unless expressly stated otherwise.

By:

[Name of the Principal]

[Citizen's ID] [Foreigner's ID] [P]. No. [____]

ACCEPTED

[Name of Attorney-in-Fact]

[Citizen's ID] [Foreigner's ID] [P.] No. [____]

ANNEX 9

AUTHORIZATION FOR THE PROCESSING OF PERSONAL DATA

1. EPM's Obligations

- (a) The Interested Party, holder of the information for legal and contractual purposes, will voluntarily provide their personal data and confirm, by sending this authorization in the Pre-qualification Envelope, their prior, express, and informed authorization for the processing of the personal data provided under the terms specified below. The personal data provided will be part of a data repository managed by EPM, which may be accessed by the controller and, on its behalf, by data processors.
- (b) Empresas Públicas de Medellín – EPM – identified with TIN 890904996-1, domiciled at Carrera 58 # 42 – 125, Medellín, Colombia, Email protecciondedatos@epm.com.co, telephone line (604) 4444115 and national line 01 8000 415115, will be responsible for the processing of the Interested Party's personal data. As controller, EPM undertakes to comply with the provisions of Law 1581/2012, Chapter 25 of Decree 1074/2015, the regulations that modify, complement, and/or repeal them, and other internal regulations issued by EPM that govern the processing of personal data.
- (c) Personal data subject to storage, use, transfer, transmission, and, in general, manual or automated processing will be processed for the following purposes: (i) analyze, evaluate, and verify that the Interested Parties meet the requirements to be Prequalified Investors and, in general, that the Interested Parties comply with the terms and conditions of the Divestment Program; (ii) carry out the Award of the Shares subject to the Divestment Program; (iii) address any requirement, request, or inquiry about the Divestment Program or the Second Stage Regulations; (iv) transmit and/or transfer, nationally or internationally, non-public personal data to the entities that participate in the divestment and Award of the Shares in accordance with the Divestment Program, including the Receiving Entity for Purchase Proposals; (v) carry out all procedures associated with the Divestment Program; and (vi) retain the information of the Interested Parties under the terms provided by the applicable legislation for the controller and data processors and for the other applicable purposes set forth in EPM's personal data processing policy.
- (d) The aforementioned information will be used by the controller and, on its behalf, by data processors, following the controller's instructions and in accordance with the implemented personal data processing policy until the Shares acquired by all Interested Parties that meet the conditions and requirements established in the Divestment Program, in the law and/or in the documents governing the Public Offer for Sale in the Second Stage, are awarded; however, its storage will take place for as long as required under applicable legislation, so that, if after the Award EPM and/or the Receiving Entity for Purchase Proposals are required to provide information regarding the sale of the Shares and, to respond, need to consult personal data of any Interested Party, the processing will be extended for the duration necessary until the final resolution of the requirement, request, or inquiry.

-
- (e) In any case, EPM and/or the Receiving Entity for Purchase Proposals must observe the regulations regarding the safeguarding of data that, under the Constitution and/or Applicable Law, are subject to confidentiality.
- (f) For the purposes of national or international transfer and/or transmission of personal data of the Interested Parties, EPM and/or the Receiving Entity for Purchase Proposals will define the terms and conditions under which these activities will be carried out, which correspond to the purposes of personal data processing established in section (c) of this section and in compliance with the provisions of Law 1581/2012.
- (g) The rights of the Interested Parties as holders of personal data that are and will be processed in connection with the Divestment Program, in accordance with Law 1581/2012 and other applicable regulations, are as follows:
- (i) Know, update, and rectify their personal data with the controllers of the processing or with the processors of the processing. This right may be exercised, among others, with respect to: (a) partial data, (b) inaccurate data, (c) incomplete data, (d) fragmented data, (e) data that may lead to error, or (f) data whose processing is expressly prohibited or has not been authorized under Law 1581/2012 or, failing that, the regulations that regulate, add to, implement, complement, modify, suppress, or repeal it and/or the Political Constitution of Colombia.
 - (ii) To be informed by the controller or the data processor, upon request, regarding the use given to their personal data, which is done through the Second Stage Regulations.
 - (iii) To file complaints with the Colombian personal data protection authority for violations of Law 1581/2012 or, failing that, the regulations that regulate, add to, implement, complement, modify, suppress, or repeal it and/or the Political Constitution of Colombia.
 - (iv) Revoke the authorization and/or request the deletion of the data when the processing does not respect constitutional and legal principles, rights, and guarantees. Revocation and/or deletion will proceed when the personal data protection authority of Colombia has determined that, in the processing, the controller or data processor has engaged in conduct contrary to Law 1581/2012 or, failing that, the regulations that regulate, add to, implement, complement, modify, suppress, or repeal it and/or the Political Constitution of Colombia. In this regard, it is clarified that the request for deletion of information and revocation of the authorization will not proceed when the holder has a legal or contractual duty to remain in the database or when the controller has a legal or contractual duty to continue with the processing.
- (h) In compliance with the constitutional principles of due process and access to information, the exclusive channel for Interested Parties, as data holders, to exercise their rights regarding the processing that EPM carries out of their personal data in this Divestment Process is the Email address: dep01940836@epm.com.co, with a copy to uo0836@epm.com.co and protecciondedatos@epm.com.co. EPM's personal data protection guidelines can be consulted at: <https://www.epm.com.co/clientesyusuarios/aviso-de-privacidad-y-politica-de-proteccion-de-datos-personales/>

1. **BTG Pactual's Obligations**

- (a) BTG Pactual will act as the data processor for the processing of non-public personal data of Interested Parties who are natural persons and is obligated to comply with the provisions of Law 1581/2012, Chapter 25 of Decree 1074/2015, the regulations that modify, complement, and/or repeal them, and other internal regulations issued by BTG Pactual to ensure compliance with those legal provisions, in its capacity as data processor.
- (b) If, after the Award has been carried out, BTG Pactual is also required to provide information regarding the sale of the Shares and, to respond, needs to consult personal data of any Interested Party, the duration of the processing will be extended until the final resolution of the requirement, request, or inquiry. However, its storage will take place as long as required under Applicable Law. The foregoing is without prejudice to the existence of a legal or contractual obligation to remain in the database or the controller's legal or contractual duty to continue with the processing.
- (c) BTG Pactual must observe the regulations regarding the safeguarding of data that, under the Political Constitution and/or Applicable Law, are subject to confidentiality.

This Annex is signed by the Interested Party as a sign of acceptance of its content and scope.

Sincerely,

Name:
Citizen's ID:
[Position:]¹

ANNEX 10

ADHERENCE AGREEMENT TO THE SHAREHOLDERS' AGREEMENT

⁷ [acting on my own behalf / acting on behalf of and representing [include name of the Interested Party]] company [●], duly incorporated under the laws of [●], domiciled in the city of [●] (the “Adherent”), represented herein by [●], of legal age, identified as appears below my signature, [acting in my capacity as special attorney as evidenced in the attached power of attorney / in accordance with the corporate documents attached as Annex A]⁷ and duly authorized to sign this adherence document (the “Adherence Agreement”) dated [●] [●], [●]⁷.

WHEREAS, on October first (1st), 2013, Millicom, on the one hand, and EPM and the Instituto de Recreación y Deportes de Medellín – INDER (“INDER”), on the other hand, entered into a shareholders’ agreement (as amended from time to time, the “Shareholders’ Agreement”), to which the other Millicom Shareholders subsequently adhered, to regulate and establish the terms and conditions governing the relationships between EPM, INDER, and the Millicom Shareholders as shareholders of UNE EPM Telecomunicaciones S.A. (“UNE” or the “Company”).

WHEREAS, in October 2024, INDER made a Permitted Transfer to EPM under the terms of the Shareholders’ Agreement, whereby INDER ceased to be a shareholder of UNE and its share increased EPM’s shareholding in UNE’s capital stock, so the term “EPM Shareholders” refers, as of that date, only to EPM.

WHEREAS, EPM is conducting the process to divest its interest in UNE, in accordance with the authorization granted by the Medellín City Council through Agreement 009 of 2024 and the authorization granted by EPM’s Board of Directors on July 1, 2025, as recorded in Minutes No. 1815 (the “Divestment Process”).

WHEREAS, the Adherent, under the terms of the Second Stage Regulations of EPM’s Divestment Process, intends to participate in such Divestment Process and acquire the shares owned by EPM in UNE and, therefore, will submit an Economic Offer Envelope (as defined in the Second Stage Regulations of the Divestment Process).

WHEREAS, Section 2.2 of the Shareholders’ Agreement establishes the obligation that any Person (in the case of the Millicom Shareholders) or Permitted Recipient (in the case of the EPM Shareholders and the Millicom Shareholders) that intends to acquire Shares, interests, or participations in the Company must adhere to the Shareholders’ Agreement by means of an adherence document.

THEREFORE, and in consideration of the foregoing, the Adherent has resolved to sign this Adherence Agreement under the terms contained in the following Articles and, in matters not covered herein, under the Shareholders’ Agreement.

ARTICLES

Article I. Definitions

Capitalized words not defined in this Adherence Agreement shall have the meaning assigned to such terms in the Shareholders' Agreement.

Article II. Adherence to the Shareholders' Agreement

By means of this Adherence Agreement, the Adherent adheres to all the terms and conditions established in the Shareholders' Agreement and, therefore, acquires and undertakes to comply with all the obligations, rights, duties, and responsibilities arising therefrom as if it were part of the EPM Shareholders.

Article III. Statements

- 3.1 The Adherent expressly acknowledges, agrees, and confirms that, upon execution of this Adherence Agreement, the Adherent will automatically become a party to the Shareholders' Agreement and will be bound as an EPM Shareholder as if it had signed the Shareholders' Agreement.
- 3.2 The Adherent agrees to be bound by all the terms, provisions, and conditions contained in the Shareholders' Agreement, which are applicable in the same manner as they are applicable to the EPM Shareholders.

Article IV. Applicable Law

This Adherence Agreement shall be governed by the laws of the Republic of Colombia.

In acknowledgment of agreement with the terms of this Adherence Agreement, the Adherent signs below.

The Adherent

By:

Name: [●]

Document: [●]

[Title: [●]]

ANNEX 11

THIRD-PARTY REGISTRATION



Date of completion		Year		Month		Day	
Supplier				Customer			
New Registration				Information Update			
Natural person				Legal Entity			
1. Identification							
Name or Company Name:							
Trade name:							
NIT	C.C.	Immigration Card	Number:	Place of Expedition:			
Home address:							
City / Municipality:		Department:		Country:			
Landline Phone(s):		Cell phone:		Zip code			
E-mail:							
Contract No., Type of contractual relationship or Description of the activity, service or goods that will be supplied to the Group							
Municipalities where the good or service is provided, in accordance with the contract.							
2. Information for legal entities only							
Name of Legal Representative:				ID Number			
3. Economic activity							
3.1 Industry and Commerce Tax							
Updated Code of Economic Activity _ CIIU				Industry and Commerce Taxpayer?		YES NO	
If it is exempt from Industry and Commerce Resolution No:							
¿Public Entity?	YES	NO	National	A	Departmental	Municipal	
4. Consignment Accounts for Payments							
Financial Institution				Account Number		Saving	Corriente
The bank account registered in this form must coincide with the certification issued by the financial institution							
Keep in mind							
<p>1. If you need to update information, you should consult the attached document that specifies the requirements for each case.</p> <p>2. Any modification, deletion and/or amendment to this form will be cause for rejection of the enrollment application.</p> <p>3. By filling out and registering the data related to this form, the third party authorizes the EPM Group in accordance with the definition of Law 2300 of 2023, which establishes measures to protect the right to privacy of consumers. By filling out and registering the data related to this form, the third party (natural person) authorizes the Group to collect, store, and use the same in order to carry out the procedure established according to its content. The foregoing in compliance with the provisions of Law 1581 of 2012 Data Protection Law, partially regulated by Decree 1377 of 2013.</p>							

ANNEX 12

INFORMATION ACCESS REQUEST LETTER

[Date]

To:
EMPRESAS PÚBLICAS DE MEDELLÍN E.S.P.
Medellín

Ref. Second Stage of the Divestment Program for Shares of Empresas Públicas de Medellín E.S.P. (“EPM”) in UNE EPM TELECOMUNICACIONES S.A. (“UNE”).

Dear Messrs.:

In accordance with the provisions contained in the Second Stage Regulations of the divestment program for EPM’s shares in UNE (the “Second Stage Regulations”), by means of this letter [acting on my own behalf / acting on behalf of and representing [include name of the Interested Party]] I express my interest in purchasing the Remaining Shares and, consequently, request access to UNE’s Additional Information.

For this purpose, I submit together with this request the Know Your Customer Form attached as Annex 3 to the Second Stage Regulations, duly completed and signed.

For all legal purposes, [on behalf of and representing _____], I declare that I know, accept, and fully submit to the provisions contained in the Second Stage Regulations and, in accordance therewith, [on behalf of and representing _____], I declare under oath that:

- (a) [Name of the Interested Party] is a [_____], duly incorporated under the laws of [_____].⁷
- (b) I am fully authorized under the laws of [_____], its bylaws, and other corporate provisions to sign this request and, in general, the documents associated with the Second Stage Regulations.
- (c) The submission of this request and the documents attached hereto have been authorized through all corporate requirements, if required, and do not constitute a violation of, or failure to comply with, the terms or provisions of any law, regulation, or court order.
- (d) The persons who sign this request and the documents submitted herewith have the capacity to do so.
- (e) I have no disqualifications or incompatibilities for carrying out the transactions referred to in the Second Stage Regulations.
- (f) I am not in breach of the provisions set forth in the Second Stage Regulations.

-
- (g) I am not on the OFAC Sanctions List (SDN) or any other restrictive list of a similar nature, whether national or international.

Any notification that must be sent to me at any time during the Second Stage shall be sent to the following addresses:

[Address: _____]
[Email: _____]

Terms used with an initial capital letter in this Information Access Request Letter shall have the meaning attributed to them in the Second Stage Regulations.

Sincerely,

[By: Name of Interested Party or Attorney-in-Fact]
[Acting on behalf of: Name of the Interested Party]⁷

Name: [_____]
Citizen's ID [_____]
Title: [_____]

⁴ Note to draft: Only include if submitted by an Attorney-in-Fact.