

**RELEVANT INFORMATION**  
**Arbitration Claim File No. 136976 ECA vs EPM**

**EPM informs the public that:**

1. On May 26, 2022, ELECTRIFICADORA DEL CARIBE S.A. E.S.P. IN LIQUIDATION (ECA) filed an arbitration claim against EPM, before the Arbitration and Conciliation Center of the Bogotá Chamber of Commerce, for EPM's alleged breach of the Share Purchase Agreement of CARIBEMAR DE LA COSTA S.A.S. E.S.P. (AFINIA), executed between the parties on March 30, 2020, for allegedly refraining from making, in favor of ECA, an adjustment to the "Compensatory Payment for Collections" provided for in the Agreement, to which it claims entitlement.
2. Through the arbitration claim, ECA seeks payment of an adjustment to the amount recognized for the "Compensatory Payment for Collections" as stipulated in the Agreement, in the sum of COP 43,548,032.05, as well as payment of the Penalty Clause set out in Clause 7.17 (COP 94,957,290,000), plus default, current, and legal interest, and monetary indexation as applicable, for the alleged breach it attributes to EPM. In the alternative, ECA alleges unjust enrichment by EPM, payment of what was not due, and it invokes the invalidity of Clause 2.8(a) for "containing a merely discretionary condition".
3. The claim was personally served on EPM on March 16, 2023.
4. By mutual agreement between the parties, the proceedings were suspended from May 24, 2023, to August 29, 2025, in order to pursue discussions aimed at reaching an agreement to end the dispute. Since it was not possible to finalize an agreement, on September 1, 2025, the arbitration proceedings were reactivated.
5. On September 5, 2025, EPM filed its answer to the claim with robust technical, legal, and financial arguments, aligned with the position taken by the Entity in response to ECA's claim, on the premise that EPM acted in strict compliance with the Agreement, and that the Collections Indicator calculated by ECA itself became final and binding because it was not objected to by the counterparty within the contractual period. Consequently, the payment received by EPM has full legal basis in the executed agreement, therefore, the allegations of breach of contract, unjust enrichment, payment of what was not due, or the application of penalty clauses that do not reflect the contractual reality are dismissed.
6. Notwithstanding the above, EPM remains willing to explore negotiations to reach a comprehensive agreement that includes all pending claims between the parties, whether in dispute or litigation, arising from the Share Purchase Agreement.