

ISA VENTURE CLIENT PROGRAM

TERMS OF REFERENCE

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1. DEFINITIONS

- i. **Open innovation Committee:** This team comprises members of ISA (process leaders, areas or business units) and the operating entities. This committee will be responsible for: evaluating the call, defining the pre-selected startups, conducting interviews, facilitating the relationship with startups, managing communications within ISA about the activities and purpose of the startups, and participating in the evaluation and resource allocation processes for the experimentation phase.
- ii. **Startup(s):** A legal entity (established technology-based startups) that applies to the Program and meets the requirements, terms, and conditions established in the Program.
- iii. **Organizing Entity:** Interconexión Eléctrica S.A.S and/or its affiliates (from now on ISA).
- iv. **Operating Entities:** Estratek S.A.S and/or Endeavor Colombia Foundation.
- v. **Startup Team (s):** These are the natural persons who participate on behalf of the startup and have the authority for such purposes.
- vi. **Participation Form:** This is the form that the startup teams must complete to apply for their Startup and is published at the link <https://ventureclientisa.com/>.
- vii. **ISA Venture Client Program:** This comprises a series of training, guidance, consultancy, and mentoring initiatives lead by operational entities. Entrepreneurs are encouraged to engage in these activities to collaboratively devise innovative solutions and implement business models, addressing corporate gaps and fostering the establishment of new enterprises. Hereinafter, these activities shall collectively be referred to as the 'Program' conducted by the Organizing Entity.
- viii. **Strategic Sponsors or Business Leaders:** Those individuals affiliated with ISA who engage in the Program serve as experts in topics related to the defined innovation challenges.
- ix. **Terms of Reference:** This document outlines the terms of the call for selecting startups and the conditions for participation in the Program.

2. ISA VENTURE CLIENT PROGRAM: OVERVIEW, DEFINITION, OBJECTIVES Y BENEFITS

2.1 Program Definition

The Program is a process by which the Operating Entities seek the participation of Startups, to select up to three (3) of them with the capacity to solve some challenges in ISA's businesses, related to technological and portfolio gaps and the exploitation of market opportunities.

The Program is designed to allow ISA to conduct rapid experimentation processes of innovative solutions, from startups and scaleups that align with the innovation challenges.

The Program may receive applications from Startups located anywhere in the world, so it will be taught in Spanish and English, and the participating Startup(s) will have to attend the activities that are part of the Program in these languages.

However, Spanish will be the official and binding language for Program documents. In any case, the entrepreneur may provide English versions of the documents for informational, non-binding purposes.

2.2 Program's objective

The Program's objective is to identify and select up to three (3) Startups that have the capability to create innovative solutions addressing the challenges outlined by ISA in [Annex 1](#) of this document.

Participation in the Program allows ISA to:

- i. Conduct rapid experimentation processes for innovative solutions aligned with the identified innovation challenges.
- ii. Foster relationships and collaborations on innovation topics with startups and scaleups.
- iii. Address technological and portfolio gaps and capitalize on market opportunities.

2.3 Potential Benefits of Participating in the Program

Startups selected to participate in the Program will have the opportunity to:

- iv. Drive Impactful Solutions in the Electricity Sector: Implement solutions to the challenges of the electricity sector in the infrastructure of ISA and its companies.
- v. Benefit from High-Value Mentorship: Strengthen the business model with the support of the mentor network provided by Endeavor and Estratek.
- vi. Receive Technical Assistance: Collaborate with high-level experts to validate the solution.
- vii. Scale Solutions: Once the impact hypothesis has been validated, entrepreneurs can scale their solutions for broader implementation.

2.4 Program Modality

The Program will be conducted virtually through communication platforms such as Teams, Google Meet, and Zoom. ISA will establish and inform about these platforms in advance.

2.5 Withdrawal of a Startup from the Program

If a startup wishes to withdraw from the Program, it must notify ISA in writing, specifying the reason for its withdrawal. This action does not exempt the startup from the potential disqualification of its participation in future calls, bids, or innovation programs by ISA.

The three (3) selected startups chosen to test the solutions must adhere to the conditions outlined in the memorandum of understanding. This agreement will be mutually discussed and signed by the involved parties, outlining the specific terms for the solutions to be tested. This process is to be completed prior to the commencement of the Experimentation and Mentoring phase.

[\(See the program phases in section 4.3 of this document\).](#)

3. TARGET AUDIENCE

ISA is seeking technology- and science-based startups with a global vision, relying on innovation as their growth engine, and equipped with a multidisciplinary team to engage in Phases 2 and 3 as outlined in the Terms of Reference.

Startups meeting the following criteria are eligible to participate in the Program outlined in this call.

Note: To partake in the call, startups must complete the Participation Form within the specified dates outlined in the call schedule (refer to Table 1) and provide the required supporting documents or information as requested for validation.

3.1 Participation requirements for the Startup(s)

- i. The startup must be a legally incorporated entity with a minimum of two (2) years of established presence in the market.
- ii. The startup must provide the following documentation:
 - a) Certificate of mercantile registry or incorporation, or its equivalent, issued within the last 60 days.
 - b) Tax identification document.
 - c) Document, power of attorney, or delegation certifying the natural person holding the legal representation of the startup.

d) Identity document of the legal representative.

- iii. The startup's team cannot include collaborators of ISA or, its shareholders, affiliates, related parties or subsidiaries, or of the Operating Entity.
- iv. The startup must demonstrate annual sales of USD 300,000 derived from its products or services.
- v. The startup must have a solution (product and/or service) related to energy transmission infrastructure, distributed energy services, and storage technologies, addressing one of the challenges outlined in [Annex 1](#) of this document.
- vi. A technology maturity level (TRL) of 7 or higher is required for the technology to be implemented in the Program. This necessitates a demonstration and validation of the system or prototype in a natural and operational environment. The startup should describe the minimum viable products or services available or under testing.
- vii. The startup must describe validated metrics for its business model, including customer acquisition cost, churn rate and retention.
- viii. The startup must have established channels for contacting potential users, sales, and a consolidated positioning to test its products/services.
- ix. The startup should have a customer base to validate its capabilities and solutions if necessary.
- x. The startup must have ICT tools (both hardware and software) available for adapting the solution.
- xi. The startup must demonstrate ownership or exploitation rights for intellectual property and/or copyright rights integral to the project execution. This includes, but is not limited to, trademarks, trade names, copyrights, trade secret / industrial property, and patents, among others.
- xii. The startup must demonstrate that it has specialized machinery and equipment for the development of the startup in the program. In the case of machinery and equipment acquired through alliances with third parties, documentation formalizing the alliance must be provided and all requirements must be met.
- xiii. If applicable, the startup must disclose and demonstrate its resources such as platforms, memberships, and/or sponsorships and those that it can utilize during the Program. Indicate the title under which it holds them and confirm authorization for their use for the benefit of third parties.

3.2 Requirements of the Startup's Work Team

- i. The startup that applies to the program must have a well-established work team comprised of at least six (6) dedicated individuals.

- ii. It is imperative to ensure that a minimum of two (2) members of the startup team commit to full-time engagement in the Program. They are expected to lead experiments, implement the agreed-upon work plan, and participate in all activities defined for the Program.
- iii. The Startup Manager (CEO) or equivalent must dedicate a minimum partial time to the Program, allocating at least 2 hours per week.
- iv. The startup team must exhibit execution capacity in terms of market testing, solution development, and metrics scope.
- v. The Startup's team must demonstrate technical expertise, business management skills, and distinctive soft skills relevant to the program.
- vi. The Startup must guarantee that, throughout the Program's development, the startup team, and, in general, the team it employs or assigns, strictly adhere to the norms, personal protective equipment, and procedures established in the regulations of the Occupational Health and Safety Management System (SG-SST).
- vii. The Startup must ensure that, during the Program's development, its work team, and, in general, the personnel it employs or assigns, comply with applicable regulations of the Social Security System, and maintain up-to-date payments for respective contributions related to different benefits. If the startup subcontracts personnel to fulfill obligations, it must verify and guarantee their affiliation to the Social Security System. For these purposes, the invoice, payment certificate, and certification issued by the statutory auditor or legal representative, as applicable, confirming compliance with legal requirements and the payment of contributions to the General System of Integral Social Security and parafiscal obligations as per applicable regulations, shall be attached.
- viii. ISA may request additional documentation from the startup, deemed necessary to complement, validate, and/or verify the information provided for this call.
 - i. ISA may request from the Startup the additional documentation it deems necessary to complement, validate, and/or verify the information provided by it for this call.
 - ii. The startup and the team involved in the project's development declare their awareness of and commitment to understanding, accepting, and adhering to the ISA Code of Ethics, available at (<https://www.isa.co/es/codigo-de-etica-y-conducta>) Additionally, they commit to the following obligations:
 - a. Adherence to applicable labor and immigration laws, anti-discrimination principles, and human rights.
 - b. Utilization of information acquired through its association with ISA solely for the defined purpose. The startup must implement adequate information security policies and procedures to ensure secure access to Program-related information.
 - c. In the event of subcontractors' involvement in service execution, they will be obligated to comply with the same obligations and commitments as the startup(s).

- d. Not to maintain any commercial relationship with another company that may compromise ISA's interests.

4. CALL: PROGRAM SCHEDULE AND PHASES

To apply for the Program's call for applications, startups must carefully consider the innovation challenges outlined in Annex 1 of these terms and conditions, align with the call and selection timelines, and satisfy the requirements detailed below.

ISA will implement necessary measures to prevent any participant from engaging in fraudulent acts or violating these Terms of Reference to the detriment of other participants or third parties. In the event of a violation or non-compliance with the Terms of Reference, the Operating Entities reserve the right to exclude the participant engaging in such conduct. Additionally, the participant may forfeit any benefits acquired through the program.

4.1 Challenges

The ISA Program is designed to facilitate and foster rapid experimentation processes for innovative solutions proposed by startups. These solutions should align with the innovation challenges outlined in [Annex 1](#) of these Terms of Reference.

4.2 Program Schedule

The table below outlines the various phases of the Program, encompassing the call for applications, selection, development, and closure. It provides specific opening and closing dates for each case:

Call of application Schedule (Table1)		
Stage 1. Call for application and inscription		
Stage	Phase name	Date
1	Call for applications and registration of startups	November 21st, 2023, to February 16th, 2024
Stage 2. Evaluation and Selection		
Stage	Stage Name	Date
1	First round evaluation– selection of up to 30 Startups	February 17th to March 29th, 2024
2	<i>Startups Training</i> – selection of 12 Startups	
3	<i>Bootcamp Challenge/Solution Fit</i> – selection of 3 Startups	

Stage 3. Mentorship y experimentation		
Stage	Stage Name	Date
1	Singing of memorandum of understanding	April 1st to September 30th, 2024
2	Implementation of the first version of MVP	

Note: The Operating Entities reserve the right, without providing any justification, to declare this call for applications and the Program not awarded, suspended, or terminated. They may also modify the established schedule for this call for applications without any obligation for claim or compensation acknowledgment for participating startups.

ISA will inform these occurrences through the website: <https://ventureclientisa.com/>

4.3 Program phases

The program will unfold in three phases: the call for applications and registration of companies (Phase 1), the evaluation and selection of startups (Phase 2), and mentorship and experimentation (Phase 3).

4.3.1 Phase 1. Call for applications and registration

This first phase will last 12 weeks, during which companies must register through the program website: <https://ventureclientisa.com/>

Startups submitting their solutions to the Program must accept and adhere to the requirements outlined in the Terms of Reference. In this phase, startups will provide information for the review of restrictive lists or validation of the shared application information.

4.3.2 Phase 2. Evaluation and selection of startups

The startup(s) that submit the participation request and meet the requirements outlined in the Terms of Reference will undergo evaluation by the Evaluation Committee appointed by ISA at its discretion.

The Evaluation Committee, consisting of the Strategic Sponsors or Business Leaders designated by ISA, will, with the support of the Operating Entities, carry out responsibilities such as evaluating applications, identifying pre-selected startups, conducting interviews, and selecting startups for different stages of the Program.

Throughout the various phases and evaluation filters, startups with the most fitting applications and projects will be chosen. Criteria considered include the relevance of the solution to the proposed innovation challenge, the innovative approach to problem-solving, the business model, alignment of implementation times with the experimentation phase, and project cost during the demonstration stage. Additionally, technical evaluation criteria will be taken into account at each phase, aligning with the innovation challenge.

Startup Selection Process

The selection process will involve three filters:

First Filter (1): Startups that meet the requirements and characteristics outlined in points 3.1 and 3.2 above, and additionally demonstrate the highest evaluation and suitability in these criteria, may progress to the next filter. Up to 30 startups, deemed by the Operating Entity to best meet the innovation challenge for which they have applied, will be selected.

Second Filter (2): Up to 30 selected companies will be invited to evaluation interviews. These interviews aim to gain insights into the overall relevance of the proposed solution to the challenge, assess the startups' capabilities to navigate the program and execute a pilot test project, understand their business model, and gather any additional relevant information. Subsequently, up to 12 startups will advance to the third filter, known as the "Challenge/Solution Fit Bootcamp."

Third Filter (3) (Challenge/Solution Fit Bootcamp): The final 12 startups will participate in the Challenge/Solution Fit Bootcamp for one week. This collaborative workspace will involve joint activities between the finalists and corporate teams. Throughout the week (at least two hours a day), they will exchange information and data, enabling entrepreneurs to design the proposal—a low-fidelity prototype—for the pilot test project and MVP of the solution to be implemented.

Bootcamp Challenge/Solution Fit General Schedule:

Day 1: Overview of processes, businesses, and challenges.

Day 2: Mentorships from corporate leaders, challenge owners, external experts, and technical directors in startup, experimentation, and prototyping.

Day 3: First pitch (progress) to receive feedback.

Day 4: Mentorships, progress review, and autonomous work for the startup team.

Day 5: Final pitch and presentation of business cases.

In this stage of Phase 2, the 12 selected startups will deliver a pitch of their solutions, presenting the low-fidelity prototype and business case. The Evaluation Committee will then select up to 3 startups and their proposals based on technical criteria, project relevance, and alignment with the innovation challenges established in [Annex 1](#) of these

Terms of Reference, a higher likelihood of success in the pilot test project demonstration phase, cost-benefit for ISA, among other factors. The three startups with the highest ratings from the Evaluation Committee will advance to Phase 3 Mentorship and experimentation.

4.3.3 Phase 3. Mentorship and experimentation

- Formalization

To engage in the third phase of the Program, selected startups must sign the agreed-upon document with ISA, formalizing this phase and regulating the relationship between the selected startups and ISA. If any chosen startup fails to sign the agreement, ISA reserves the right to select another participating startup to take part in the mentoring and experimentation phase.

- Implementation of the First Version of the Minimum Viable Product (MVP)

The mentoring and experimentation phase will extend over a period of up to 4 months, focusing on the development of experiments, construction of prototypes, and the implementation of minimum viable products by the participating startups. Throughout this phase, startups will receive support from technical experts within ISA and external experts associated with the Operating Entities, as specified in these Terms of Reference.

For admission to this phase, startups must present a defined pilot plan encompassing the scope, hypotheses to be validated, deliverables, budget, and contributions from both parties (ISA and the Startup).

Regarding the budget, contributions from both startups and ISA may be made in kind or non-monetary terms. ISA, as part of its contribution, may provide capital for the collaborative execution of the pilot projects, which may be managed by ISA and/or the Operating Entities.

Approval for the pilot projects and the execution of the initial version of the MVP must be secured through the prior approval of the Open Innovation Committee.

4.4 Grounds for Disqualification or Exclusion

ISA and the Operating Entities reserve the right to disqualify or exclude any startup in the event of any of the following:

- i. Failure to comply with any of the requirements outlined in these Terms of Reference.
- ii. Failure to comply with the ISA Code of Ethics.

- iii. Providing false or inaccurate information in their application or statements.
- iv. Using information, patents, licenses, and other intellectual property rights without legal authorization or without complying with applicable laws and regulations on copyright and industrial property.
- v. Engaging in any conduct that violates the principles of equity, equality, and free competition governing the call for proposals and these Terms of Reference.
- vi. If ISA has reasonable grounds to believe that the participant may be involved in an actual or potential conflict of interest.

5. CONFIDENTIALITY

All content, documentation, and information of any type provided and transmitted by the Startup(s), ISA, and the Operating Entities (which may act as the Revealing Party and the Receiving Party reciprocally), their representatives, and their work teams within the framework of the call and the Program shall be treated confidentially by ISA. The information provided shall not be used or published for purposes other than those agreed upon in the call and the Program.

Confidential information refers to any information delivered in writing, visually, verbally, by analog, electronic, or digital means owned by the Revealing Party or over which it holds any right. Any copy of this information shall be included in the Confidential Information, including all types of information, notes, minutes, data, analysis, concepts, worksheets, compilations, comparisons, studies, summaries, recordings, records prepared wholly or partially with information provided by the Revealing Party to or for the benefit of the Receiving Party, which contains or in some way reflects such information (hereinafter referred to as the "Confidential Information").

The Startup's teams voluntarily and expressly accept that all information provided and sent to participate in the call for the Program will be used and analyzed solely for the purpose of being selected to participate in the Program and for statistical purposes. The information received will be handled using computer security and confidentiality measures to ensure it is not altered and to prevent its unauthorized disclosure.

The Parties, understood to mean the Startup(s), ISA, and the Operating Entities, undertake to maintain strict confidentiality and not to make improper or unauthorized use of the Confidential Information, documented or not, revealed to each other in the development of the Program's object, whether it is their property or that of a third party, except with prior, express, and written authorization from its owner.

The Parties understand and accept that the obligations referred to in this Clause will be fully enforceable even after the call's closing and until the Program's completion. However, the confidentiality obligation will remain in force as long as the Confidential Information is classified as such by the Party that owns it, regardless of whether the agreed term of validity in this clause or any of its extensions expires. Notwithstanding the foregoing, if the Parties

wish to extend this validity, they may do so by mutual agreement and in writing. Failure to comply with this obligation by the Startup(s) will lead to immediate withdrawal as a candidate for the Program, obliging them to pay the damages caused and collect the applicable indemnities.

This obligation will extend to employees or subcontractors, suppliers, or allies of the Startups who come to know confidential information. The Receiving Party is responsible for the use that its subcontractors and/or employees, suppliers, or allies make of the confidential information received.

Upon termination of the Program or the agreement formalizing any relationship between the Parties, they must immediately destroy and return, according to its nature, all the Confidential Information revealed by their counterpart that is in their possession, at the request of their counterpart.

Confidential Information may only be disclosed or divulged in the following events:

- i. With the prior written approval of the disclosing party,
- ii. If the disclosure and/or dissemination of the Confidential Information is carried out in development or by legal mandate or order of a competent judicial or administrative authority in the exercise of its lawful functions. In this case, the Receiving Party is obliged to immediately notify the Disclosing Party of this obligation so that it can take the necessary or convenient measures to protect the Confidential Information. In the same way, it commits to taking measures to mitigate the effects of such disclosure and will be limited to disclosing only the information required by the competent authority.
- iii. If the Confidential Information is or becomes available to the public or is in the public domain for a reason other than an act or omission of the Receiving Party;
- iv. If the Confidential Information was in the possession of the Receiving Party before it received it from the Disclosing Party or was not acquired from it or from any third party that had a confidentiality commitment with respect to the Disclosing Party.
- v. Information that the Parties state has ceased to have the confidential character.

The obligation of confidentiality stipulated in this Clause shall be understood notwithstanding the information shared between the Parties to be disclosed for the commercial, administrative, technical, operational, logistical, and advertising purposes inherent to the ordinary fulfillment of the Program.

6. PERSONAL DATA PROCESSING

By complying with the current regulations on the protection of personal data, particularly in Law 1581 of 2012 and Decree 1074 of 2015, and aligning with the stipulations in these

Terms of Reference, the Startup and their work team, upon participating in this Program, freely, expressly, and unequivocally authorize ISA to collect and process the personal data they provide truthfully and completely, which will be utilized for the various purposes described in this document.

The Startup Teams declare their awareness that the collection and processing of data will adhere to the Personal Data Processing Policy published on the ISA website. They declare that they have been clearly and sufficiently informed of the purposes of this processing and acknowledge the option to withhold authorization for the processing of sensitive information.

Therefore, ISA assures that the information obtained will be employed for the proper development of the Program. The data subject to processing by ISA may include (but is not limited to) names, surnames, identity documents, home addresses, email addresses, NIT, NIF, landline and mobile phone numbers, addresses, and names of the assigned contact personnel. This data will be retained for the duration of the commercial relationship or as required by legal obligations.

Under this authorization, ISA is granted the right to process, collect, store, use, circulate, suppress, share, update, transmit, and/or transfer data to third countries, including sensitive data, in accordance with the terms and conditions outlined in ISA's data protection policies and procedures. The processing of personal data by ISA may be employed for the following purposes:

- i. Conduct market research and/or marketing activities and develop analytics and user segmentation;
- ii. Undertake scouting processes for solutions to ISA's innovation challenges;
- iii. Transfer and transmit personal data within or outside of Colombia to companies economically linked to ISA or with which it enters legally permitted commercial agreements.
- iv. Invite participants to events and activities and provide relevant information;
- v. Verify any information provided to facilitate communication through various notification means;
- vi. Offer information related to campaigns, projects, warnings, programs, or operations;
- vii. Fulfill legal information obligations as per applicable regulations and provide information to competent authorities when required;
- viii. Any other purpose arising in the development of the Program;
- ix. Other purposes outlined in ISA's Data Protection Policy.

Furthermore, the startups declare that they have the necessary authorization to deliver the data of natural persons related to the Program to ISA, to be processed in accordance with ISA's policies and procedures for personal data processing.

In adherence to applicable law, the startups acknowledge to have been informed of their rights, particularly the right to know, update, and rectify information, revoke authorization, and request the deletion of data. These rights can be exercised through various channels of attention provided by ISA, including the Toll-Free Personal Data Protection 018000942002 (option 2), by email protecciondatospersonales@intercolombia.com and the offices located at Calle 12 sur n° 18-168, this information can be consulted at www.isaintercolombia.com.

7. RESERVE AND LIMITATIONS

The information provided by the startup and its teams for participation in this program will be assessed and utilized exclusively for the selection process. This document is intended solely to establish the conditions and terms of the Program's call for applications and does not, under any circumstances, constitute a labor or contractual relationship with the participants beyond what is expressly outlined herein. Therefore, it should not be construed as a commitment to initiate business or establish commercial relationships.

Selected startups are responsible for covering all costs, including travel, accommodation, and expenses associated with participating in the Program, as applicable.

Each participant acknowledges and accepts that the Program's call for applications website cannot be used to upload any illegal content that violates legal terms or public order, public morals, or could cause harm. This includes content that is disrespectful, defamatory, vulgar, obscene, racist, xenophobic, among other inappropriate content that could result in damage to ISA, its teams, and/or third parties. Additionally, uploading advertising or commercial content, content that violates the intellectual property or copyrights of third parties, or content that contains viruses, or files that disrupt, destroy, or limit the functioning of software, hardware, or telecommunication systems is strictly prohibited.

ISA retains the right to reject or remove any content from the ISA Venture Client Program website at its discretion and without prior authorization.

ISA reserves the right to disqualify or automatically exclude, without prior notice, any startup or startup team that interferes with or affects the functioning of the call for applications website and the Terms of Reference.

8. INTELLECTUAL PROPERTY

8.1 Licenses, Permits, and Intellectual Property

The Startup(s) and the Startup(s) Team(s) declare that they currently have and commit to maintaining all necessary licenses, permits, and authorizations from relevant authorities or third parties, enabling their participation in the Program. They also undertake to promptly obtain any additional licenses, permits, or authorizations that may be required.

Consequently, the Startup(s) and the Startup(s) Team(s) shall indemnify ISA from any claims brought by authorities or third parties regarding the licenses, permits, and authorizations necessary for their participation and continued presence in the Program.

The Startup(s) acknowledge and warrant that they are the rightful owners or possess the necessary permits, licenses, or authorizations to authorize ISA to publish their startup project and to the intellectual property included in the Program. Furthermore, they state that they are not infringing upon the intellectual property rights of third parties, including but not limited to copyrights, trademarks, slogans, brands or trade names, designs, patents, industrial property or trade secrets, or the privacy and image rights of third parties. The Startup(s) and the Startup(s) Team(s) shall hold ISA harmless from any claims received from third parties related to the use of the contributed intellectual property, under any title, within the Program.

8.2 Use of Trademarks in the Call for Applications and in the Program

Entrepreneurs and their teams are prohibited from using the registered trademarks, commercial names, logos, or designs of the Program or ISA, or any type of content from the Program's webpage without ISA's prior written authorization. ISA may grant written permission to Entrepreneurs and their teams to incorporate the logos of the Program and ISA in their communications and promotional materials, utilizing the designated graphic materials for this purpose. This authorization will be exclusively provided to allow the startup teams to publicize their participation in the Program and will only remain valid for the duration of their participation.

Entrepreneurs and their teams acknowledge and agree that using the trademarks and other distinguishing marks of the Program and ISA does not confer any license, authorization, transfer, or other rights over these marks. They may only be used for the specific purposes indicated by ISA and following the provided instructions. Entrepreneurs and their teams must refrain from modifying, altering, deforming, or changing the trademarks and other distinguishing marks of the Program and ISA.

By participating in the Program, startup teams expressly authorize ISA to use the information provided in the call for applications, including distinguishing marks (trademarks, emblems, commercial slogans, names, or commercial signs), for publication and dissemination in any communication medium (including, but not limited to, television, radio, social networks, and websites) for advertising and promotional purposes related to the Program. Entrepreneurs and their teams acknowledge that these activities do not entitle them to remuneration or any benefit. Furthermore, they agree that their distinguishing marks will be displayed alongside the distinctive marks of the Program and ISA, and those of other participants in the Program.

8.3. Unauthorized Uses

It is presumed and understood that the Startup(s) and the Startup(s) Team(s) agree to participate in the Program freely and voluntarily, releasing ISA from any responsibility for the information provided. It is understood that the information provided is correct, truthful, and complete. The Startup(s) and the Startup(s) Team(s) assume full responsibility for any lack of veracity or accuracy in the information. In such a case, ISA reserves the right to deny, withdraw, or suspend the participation of the Startup Team.

9. JURISDICTION - APPLICABLE LAWS - STATEMENTS

The Terms of Reference herein shall be subject to the laws of the Republic of Colombia, hereinafter referred to as the 'Applicable Law.' Any disputes shall be subject to the Common Law Courts.

9.1 Indemnity

The startup(s) and the startup's(s) Team shall bear sole responsibility for verifiable damages caused to ISA due to their acts, omissions, or those of their dependents or subcontractors in the development and execution of the Program. ISA shall not be liable to the startups(s) and the startup(s) Team for damages or losses resulting from their acts, omissions, or accidents during Project execution, unless it is verified and judicially proven that ISA's omission, intent, or negligence caused the damages or losses.

The startup(s) and the startup's(s) Team shall defend, indemnify, and hold ISA, its related companies, and each of their respective shareholders, administrators, directors, employees, representatives, agents, successors, customers, or their property, and third parties or their property harmless from any claims, losses, damages, obligations, interests, awards, judgments, penalties, costs, and expenses (including attorneys' fees and other reasonable expenses arising from the defense of ISA).

9.2 Compliance with anti-corruption and bribery, money laundering, and terrorist financing prevention regulations and compliance provisions

The Startups commit to adhering to all relevant anti-corruption, bribery, money laundering, and terrorist financing regulations as mandated by the Applicable Law. The Startups undertake to implement measures outlined primarily in the Applicable Law and, in addition, supplementary actions—always ensuring they do not conflict with current regulations and international treaties applicable to them. This commitment aims to prevent the utilization of their operations, with or without their knowledge and consent, as instruments for any illegal activity outlined in applicable national and international criminal and administrative regulations. Specifically, this includes but is not limited to money laundering, terrorist financing, financing the proliferation of weapons of mass destruction, acts of corruption, national or international bribery, or any related crimes, among others.

The startup states that:

- i. It will indemnify and hold ISA harmless from any fine or, damages, that ISA suffers as a result of or in connection with its failure to comply with the measures or regulations for the prevention of money laundering and terrorist financing or any other source crime (delito fuente as defined by Colombian law) or related to the preceding.
- ii. Startups must inform ISA in writing if they are aware that any of their partners or shareholders, administrators (including principal and substitute legal representatives, members of the governing bodies or management and trust personnel, as well as their relatives within the fourth-degree of consanguinity or second of affinity or first civil) have ties to any of the employees or administrators with a management position in this contract or decision-making power over the involvement and/or selection of Startups. Startups undertake to keep ISA informed of any situation that may be perceived or denote a possible or consummated fact of any violation of this clause. In such cases, the Startups agree to respect and enforce the legal provisions of all applicable jurisdictions by the established terms of reference and the scope of the obligations.
- iii. During the validity and duration of the entire Program, all parties agree to refrain from giving, receiving, granting, conferring, promising, or delivering any gifts, small presents, entertainment items, hospitality, and/or anything that has value related to the execution of this Agreement, including, but not limited to, gift certificates, travel, airfare, accommodation, transportation, meals, invitations to events (including plays, concerts, sporting events, tours, and nightclub tickets), any promotional item, and/or any other benefit or advantage, even if it is not monetary.
- iv. It knows, accepts, and adheres to all the guidelines of ISA's Code of Ethics and the values that govern all relations with Startups and the behavior they must display.

9.3 Source of funds

The startups solemnly declare that their income stems from legitimate activities and assert that they are not listed in any national or international anti-money laundering or terrorist financing databases. Consequently, they commit to being accountable to ISA and third parties for any damages resulting from the falsehood of this declaration.

Furthermore, the businesses recognize the paramount importance of a good name and reputation in their participation in the Program. Therefore, they acknowledge that grounds for terminating their participation, without any entitlement to indemnification, include their inclusion, or that of their legal representatives, shareholders, partners, directors, or any business administrator, in an investigation, report, or police or judicial list—whether from national or foreign authorities—related to suspicions of involvement in money

laundering, drug trafficking, human trafficking, procuring, child pornography, embezzlement, extortion, kidnapping, corruption, influence peddling, smuggling, association or dealings with illegal armed organizations or criminal entities of any kind, arms trafficking, terrorism, crimes against humanity, or crimes against freedom, integrity, and sexual education, etc.

The startups undertake to comply with the requirements and obligations that, according to the applicable law and within the legal regulations in force, apply to them, and especially in relation to the prevention of the risk of money laundering, as well as any deviation from ISA's Code of Ethics.

The startups state that:

- i. They have not been, are not, and being investigated, convicted, and/or sanctioned by any national or foreign authority for participating, directly or indirectly, in practices, acts, omissions, or crimes related to public or private corruption, membership, promotion, or financing of illegal groups, crimes against humanity, drug trafficking in Colombia or abroad, or transnational bribery.
- ii. They assert that they have not been identified by the national or foreign press or any federal or foreign media, whether mass or otherwise, as participants, in any capacity, in practices, acts, omissions, or crimes directly or indirectly related to public or private corruption.
- iii. They confirm that they have not been included in any national or foreign list of individuals or entities identified as having connections to activities related to drug trafficking, terrorism, public or private corruption, kidnapping, money laundering, financing of terrorism, or administration of resources related to those activities. This includes but is not limited to lists maintained by OFAC (Office of Foreign Assets Control), UN (United Nations), DFAT (Department of Foreign Affairs and Trade), INTERPOL, or any similar entity that modifies, adds, or substitutes them.

As the Organizing Entity, startups acknowledge and accept that ISA reserves the right to establish alliances or long-term relationships with the selected startup(s) in the Program, either directly or through the corporate instrument designated by ISA.

Lastly, by participating in the Venture Client ISA Program, the startup grants its consent and acceptance of all the terms, conditions, and requirements established in these Terms of Reference.

APPENDIX 1
Innovation Challenges
ISA Venture Client Program

CHALLENGE 1.

Methodologies for modeling large-scale storage services
How to model large-scale grid storage systems to properly identify the technical and economic benefits for electric power consumers?

We want to explore methodologies in the market that allow to:

1. Identify points on the grid where there is an opportunity to implement energy storage solutions.
2. Determine the capacity that the storage solution would have at that point (size and configuration), the services and benefits offered to the system, the regulatory elements and market conditions to be considered.

These methodologies should allow us to:

- Improve effectiveness in identifying opportunities for large-scale storage solutions.
- Make feasible a definition of the possible remuneration for services.
- Comprehensively evaluate applicable business models.
- Minimize uncertainty about the relevance of services and associated business models.
- Present energy storage systems as a competitive alternative compared to other technological solutions for flexibility.

CHALLENGE 2.

Monitoring landslides in transmission infrastructure
How to effectively manage physical risks arising from climate variability, topographical features, and other external factors, specifically landslides that threaten the resilience of ISA transmission lines?

ISA's energy transmission infrastructure faces critical risks, especially in landslide-prone areas. Risks increased by the effect of climate variability, challenging topographic conditions in areas where infrastructure needs to be built, and external factors that modify soil conditions.

These landslides represent a significant threat to the stability of our transmission lines, as extreme weather events such as heavy rains can increase the frequency and intensity of these events. Other factors caused by ground interventions by players related to the transmission lines also increase, the risk of high-impact events.

To ensure the resilience of our infrastructure, it is essential to address these risks by implementing advanced monitoring systems, predictive models, and adaptation strategies. The goal is to not only periodically identify and assess climate hazards, but also anticipate and proactively manage impacts to ensure the continued reliability of our energy transmission system in the face of changing climate challenges.

Identification and monitoring strategies, systems, devices, and other technological solutions are expected.

CHALLENGE 3.

Safety and efficiency in the construction of transmission towers

How to guarantee safety in the construction of transmission towers in geographic areas of difficult access through portable and scalable technological solutions that optimize efficiency in the assembly process of structures?

ISA, in its geography of operation in Latin America, faces significant challenges in the construction of electrical infrastructure due to environmental restrictions and topographic and climatic factors that add logistical and technical complexity in the construction and operation of the projects.

The process of lifting loads (*.1) during the construction, operation, and maintenance of electrical infrastructure in mountainous and difficult-to-access areas, entails risks for the safety of workers, reflected in accidents and losses of material, which in turn can cause delays in projects and activities in general, endangering people's lives.

Solutions are sought that include new methods for erecting transmission towers in difficult-to-access areas and that are safer than traditional methods or technologies that are integrated into existing tools to improve their performance.

(* .1) Load lifting includes structure, tools, and equipment.

CHALLENGE 4.

Optimization of vegetation identification and characterization for transmission line design

How to reduce uncertainty in the identification and characterization of the vegetation height projection (in restrictive zones), considering microclimates and diverse ecosystems, in a fast and cost-effective way, allowing projects to be managed from the structuring stage and throughout the asset life cycle?

The design of transmission lines faces considerable challenges in protected forest areas, such as galleries near water basins, where environmental regulations prohibit the intervention of vegetation.

During the structuring of the offer, identifying and characterizing the varied tropical vegetation is time-consuming and created uncertainty in the estimating tower heights. Brief field visits, along with measurements at selected points and secondary data, are used to project vegetation growth. However, variations in vegetation, for multiple reasons, pose challenges when projecting heights, leading to adjustments in offers and possible license modifications, generating cost overruns in the execution and operation stage of the transmission lines.

CHALLENGE 5.

Efficient detection of SF6 leaks

How to predict or early detect SF6 leaks in ISA's electrical infrastructure, in indoor and outdoor installations?

SF6 gas is colorless and odorless and is also widely used in the electricity sector due to its electrical insulating and arc-extinguishing capabilities, which makes it a key component in the design of switchgear and self-contained substations that take up less space. However, SF6 is a greenhouse gas with a high GWP (Global Warming Potential). The current SF6 monitoring process in ISA is carried out by measuring pressure in the gas containers; this method does not allow for early detection since it sends alarms once a considerable amount of gas has been lost. This situation, exacerbated by the increase in the use of SF6, contributes significantly to the environmental impact, despite efforts to keep leakage below 0.5% per year. ISA has implemented indirect detection actions for SF6 loss with the measurement of gas density in the chambers, however, there are many more operational variables involved, which complicates the ability to predict or detect SF6 leaks early and accurately, negatively impacting the fulfillment of ISA's CO2 emissions reduction targets.

This solution should ensure effective compliance with the strategic CO2 emission reduction targets and minimize the impact of said gas through the use of innovative technologies for constant, intelligent, effective and low-cost monitoring.

