

# 2021-L00104

## General Services Contract

### Contract Confirmation Form

REFERENCE NUMBER:	LIN-1.0 <i>(Contractor to show on all invoices, faxes, shipping documentation and packages)</i>
DATE ISSUED:	JUNE 14, 2021 ("Effective Date")
CONTRACT TERM:	6 Months
OWNER:	PUERTO RICO ELECTRIC POWER AUTHORITY, an instrumentality of the Government of the Commonwealth of Puerto Rico (the "Owner" or "PREPA") and represented herein by its agent, LUMA ENERGY SERVCO, LLC ("Operator")
OWNER'S REPRESENTATIVE CONTACT:	Address: 644 Fernandez Juncos Ave. Ste 301, San Juan, Puerto Rico 00907 Name and Title: Benjamin Rosa Schellhorn, VP Procurement & Contracts Telephone: Attention: Benjamin Rosa Schellhorn Re: LIN-1.0 Email: Benjamin.rosaschellh@lunapr.com
CONTRACTOR:	LinkActiv, LLC, with its main office at Marginal Carretera 165 Km 2.8 Pueblo Viejo, Guaynabo, PR 00970 (the "Contractor")
CONTRACTOR'S REPRESENTATIVE CONTACT:	Name: Javier Aviles, Director of Sales & Marketing Telephone: Attention: Javier Aviles Re: LIN-1.0 Email: javier.aviles@linkactiv.com

Operator was retained by Owner and the Puerto Rico Public-Private Partnerships Authority ("Administrator"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as amended from time to time in accordance with its terms (including any amendments as may be contemplated by the Supplemental Agreement (as defined in Exhibit F-1 to such agreement)) (collectively the "OMA"), pursuant to which Operator has agreed to provide certain services to the Owner and Administrator as more specifically set out therein. In accordance with the terms and conditions of the OMA, Operator is acting as Owner's agent under this Contract. All provisions hereunder relating to Owner taking any action shall be understood to refer to Operator, acting on Owner's behalf.

In consideration of the mutual terms and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Owner hereby agree as follows:

1. This General Services Contract is comprised of the following documents (including in each case the attachments and annexes thereto):
  - (a) This Contract Confirmation Form;
  - (b) Exhibit "A" – Standard Terms and Conditions;
  - (c) Exhibit "B" – Scope of Work and Technical Requirements;
  - (d) Exhibit "C" – Price and Work Schedule;
  - (e) Exhibit "D" – Omitted;
  - (f) Exhibit "E" – Government Contracting Requirements; and
  - (g) Exhibit "F" – LUMA Policies.

(the "Contract").


2. Contractor agrees to perform the services as defined in Exhibit "B" Scope of Work and Technical Requirements (the "Services") for the price and within the timeframe specified herein as defined in Exhibit "C" Price and Work Schedule.
3. By executing this Contract, Contractor acknowledges and agrees that it has reviewed the OMA located at: <https://www.p3.pr.gov/wp-content/uploads/2020/06/executed-consolidated-om-agreement-td.pdf> pursuant to which Operator has agreed to provide certain services to Owner and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges that all warranties and other rights related thereto, with respect to the T&D System shall be assignable to Administrator or a Person designated by Administrator, solely at Administrator's election and without cost or penalty, at the end of the Term or upon early termination of the OMA.
4. This Contract may be executed and delivered by the parties in counterparts and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles shall together constitute one agreement.

To evidence their agreement, Contractor and Operator on behalf of Owner have executed, by their duly authorized officers, and entered into this General Services Contract effective as of the Effective Date.

**PUERTO RICO ELECTRIC POWER  
AUTHORITY, by its agent, LUMA  
ENERGY SERVCO, LLC**

TAX ID:

Per:

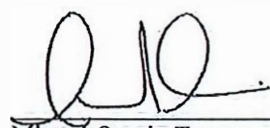
 07/07/2021  
\_\_\_\_\_  
Delis T. Zambrana  
Operational Procurement Manager

Per:

 7/07/21  
\_\_\_\_\_  
Benjamin Rosa Schellhorn  
Operational Procurement Vice President

**LINKACTIV, LLC.**  
TAX ID>

Per:

  
\_\_\_\_\_  
Miguel Osorio Torres  
Executive Director

**EXHIBIT "A"**

**STANDARD TERMS AND CONDITIONS**

**1. Application of Standard Terms & Conditions**

1.1 These Standard Terms and Conditions, together with the Contract Confirmation Form and any attachments or exhibits hereto shall govern this Contract, to the entire exclusion of all other terms and conditions.

**2. Standard of Performance of the Services**

2.1 Contractor shall perform the Services:

- (a) safely, efficiently, diligently and carefully in a good and workmanlike manner exercising the level of skill, care and diligence of a reputable and experienced professional specializing in services similar to the Services, including compliance with the requirements set out in Exhibit "D" – Health, Safety, and Environmental Obligations;
- (b) in strict conformance with this Contract and any specification, drawing or other description supplied or advised by Owner to Contractor; and
- (c) in accordance with all applicable laws, including all ordinance, regulations and permits. Contractor shall furnish all skills, labor, supervision, equipment, materials and supplies required for the provision of such Services, including compliance with the requirements set out in Exhibit "E" – Government Contracting Requirements and in Exhibit "F" – LUMA Policies, as applicable.

**3. Location of Performance of the Services**

Contractor shall perform the Services at the location or locations specified in Exhibit "B" – Scope of Work and Technical Requirements. Contractor shall comply with all Owner provided access, safety and other conditions applicable thereto.

**4. Timing of Services and Delay**

Time is of the essence herein. The Services shall be commenced and completed by Contractor within the time periods specified in Exhibit "C" – Price and Work Schedule. If no date is specified for completion of the Services, the Services shall be completed as soon as practicable after the Effective Date and, in any event within thirty (30) calendar days from the Effective Date.

**5. Permits**

Contractor shall obtain and maintain all permits, licenses and/or regulatory requirements required to authorize it to perform the Services or otherwise satisfy its obligations pursuant to this Contract.

**6. Warranty and Inspection**

6.1 Contractor covenants, represents and warrants to Owner that any Services provided shall: (i) be in accordance with Contractor's standard of performance specified in Section 2; and (ii) shall not constitute an infringement of third-party intellectual property. If any Services do not conform to the foregoing requirements, Contractor shall promptly re-perform, at its sole cost and expense and be responsible for any associated costs and damages caused by any non-conformance, such

Services at the direction of the Owner ("Contractor Warranty"). The Contractor Warranty shall have a term of two (2) years from completion of the Services (the "Warranty Period").

- 6.2 If any of the Services are re-performed pursuant to the aforementioned Contractor Warranty, this Section shall apply to such re-performed Services. Contractor shall commence its re-performance of the Services within two (2) calendar days of any such written request. If Contractor fails to re-perform such Services in such manner Owner may, at its option, do so at Contractor's cost.
- 6.3 The performance of the Services and any deliverables thereto shall at all times be subject to Owner's inspection and review. Owner's inspection or review of, or failure to inspect or review, the performance of the Services or the deliverables thereto shall not relieve Contractor of any obligations under this Contract. No acceptance or payment by Owner shall constitute a waiver of the foregoing.

7. **Compensation for Services, Currency and Taxes**

- 7.1 Contractor shall be fully compensated for its performance of the Services by the payment of the Price specified in Exhibit "C" – Price and Work Schedule. Any compensation for the Services shall be in United States dollars.
- 7.2 Any compensation owing to Contractor is inclusive of all taxes and all other costs and expenses in connection with the performance of the Services.
- 7.3 Contractor is exclusively liable for, and shall pay before delinquency, all charges, taxes and other amounts owing for the Services, if any, and shall indemnify Owner from all claims and liabilities arising from Contractor's failure to do so.

8. **Payment Terms and Audit**

- 8.1 Contractor shall invoice Owner on a monthly basis for the Services that have been fully completed to Owner's satisfaction. Contractor shall submit its invoice (in form acceptable to Owner, and in compliance with this Section 8) for the Services completed in any month to the address specified under Owner's Representative Contact in the Contract Confirmation Form by the fifteenth (15th) calendar day of the month immediately following Contractor's completion of the Services.
- 8.2 Owner shall pay all undisputed amounts specified in such invoice within thirty (30) calendar days of receipt. The invoice shall reference this Contract number and associated Purchase Order.
- 8.3 Contractor shall keep books, accounts, records and documentation related to the performance of the Services ("Records"). Owner may audit all such Records for the purpose of verifying the proper performance by Contractor under this Contract. Contractor shall keep such Records at all times during this Contract and for thirty-six (36) months from the last day of the calendar year in which the Services are completed.
- 8.4 Contractor shall refund to Owner any overpayment disclosed by any aforementioned audit, and Owner must pay Contractor the amount of any underpayment discovered by the audit, in each case, within thirty (30) calendar days of such finding.
- 8.5 Notwithstanding anything to the contrary stated in this Contract:
- (a) Contractor shall sign each invoice certifying that:

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By
- (a) the amount requested in such Contractor's invoice represents the amount to which Contractor is entitled pursuant to the terms of this Contract;
  - (b) all the Services covered by the invoice have been performed; and the invoice is correct, authentic and the only invoice issued for the Services described therein; and
  - (c) compliance with statutory requirements by including the following statement: "We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver have been obtained prior to entering into the Contract by and among the Puerto Rico Electric Power Authority ("Owner"), by its agent, LUMA Energy ServCo, LLC ("Operator") and LinkActiv, Inc., (the "Contractor") dated effective JUNE 14, 2021 (the "Contract"). The only consideration to be received in exchange for the provision of Services (as defined in the Contract) provided is the agreed upon price that has been negotiated with Owner as specified in the Contract. The total amount shown in this invoice is true and correct. The Services have been rendered and no payment, or partial payment, has been received."

8.6 All applicable invoices shall be supported by labor, equipment and material reports, which have been approved prior to issuing such invoice, in writing, by Operator. All such labor, equipment, and material reports shall be signed by Contractor.

8.7 Contractor shall provide, upon Owner request, detailed billing information in electronic format which may include, but not be limited to, the following, as applicable: (i) method of calculating progress billing amounts for any lump sum Services; and (ii) labor, equipment and materials details for time and material or reimbursable Services.

#### 9. Liens and Holdbacks

9.1 All deliverables related to the Services shall be free and clear of encumbrances of any kind or nature whatsoever, including any liens or security interests.

9.2 Payments otherwise due to Contractor by Owner under this Contract may be withheld by Owner, without payment of interest, in the event of any one or more of the following:

- (a) defective Services performed and not remedied by Contractor or any other failure by Contractor to comply with this Contract;
- (b) Contractor fails to comply with the invoicing requirements set out herein;
- (c) the filing of any encumbrances, including any claims, liens, charges or encumbrances or evidence indicating the probable filing or asserting of such an encumbrance in connection with the Services or the property or lands of Owner;
- (d) Contractor's or its personnel's failure to pay amounts when due: (i) for labor, materials, or supplies used by Contractor in the Services; (ii) amounts due to Contractor's subcontractors in connection with the Services; or (iii) to SIF or similar body;

- (e) claims made by, or threatened by, third parties (including subcontractors) against Owner that are attributable to acts or omissions of Contractor or its personnel, including loss or damage to subcontractors;
- (f) Contractor's failure to make satisfactory progress in respect of the Services in the opinion of Owner;
- (g) evidence of financial difficulty, reasonable possibility of creditor enforcement proceedings, prospective dissolution of Contractor, or of its inability to fully perform the Services;
- (h) any holdbacks or withholdings permitted by this Contract or required by any laws; and

9.3 If and when the cause or causes for withholding any such payment are remedied or removed, and satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to Contractor. If, within fifteen (15) days after delivery of notice to Contractor by Owner of the withholding, Contractor fails or refuses to remedy or remove any cause for withholding such payments, Owner may, without limiting any other rights or remedies of Owner under this Contract remedy or remove same, or cause same to be remedied or removed, and may deduct the cost thereof from the compensation payable pursuant to this Contract.

10. **Insurance**

10.1 Contractor shall, without limiting its obligations or liabilities herein, obtain and maintain during the term of this Contract, at Contractor's sole cost and expense, reasonable insurance coverage, including: (i) errors and omissions (professional liability) insurance in the amount of two million dollars (\$2,000,000) per claim and in the aggregate (per annum); (ii) automobile liability insurance covering all motor vehicles owned, leased or licensed by Contractor with a minimum limit of two million dollars (\$2,000,000); (iii) comprehensive general liability insurance, on an occurrence basis, with a bodily injury, death and property damage limit of five million dollars (\$5,000,000) inclusive; (iv) Insurance covering loss of or damage to Owner or Operator property; and (v) such other insurance as Owner may require from time to time in the course of providing the Services. In addition, Contractor and its subcontractors shall ensure that all personnel, and all other persons under its direction and control performing the Services have effective mandatory coverage with the Puerto Rico State Insurance Fund ("SIF"), including personal coverage if they are otherwise exempt from other means of coverage under SIF, social security for chauffeurs for eligible non-exempt personnel and any other mandatory governmental insurance that may apply to Contractor's operation. Upon written request of Owner, Contractor shall, or shall cause its subcontractor to, also carry insurance for forest fire fighting expense to a minimum of five million (\$5,000,000) dollars per occurrence.

10.2 Contractor shall provide certificates of insurances evidencing the aforementioned insurances forthwith upon written request from Owner. The insurance contemplated herein shall in no way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

11. **Indemnity and Liability**

Contractor shall be liable for and indemnify and hold harmless Owner, its directors, officers, employees, secondees, representatives, agents, operators and contractors and their respective representatives, agents and employees (collectively, the "Owner Indemnified Parties") from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, that may be asserted or brought

against, or suffered or incurred by, the Owner Indemnified Parties for or in respect of, or arising in any way whatsoever, out of the performance, or failure to perform, of this Contract by Contractor, its employees, secondees, agents, representatives, subcontractors or Contractors, or their respective employees, agents, representatives, subcontractors or Contractors.

## 12. No Consequential Liability

Neither party shall be liable to compensate or indemnify the other party or its affiliates for any indirect or consequential damages, loss of profits or punitive losses; *provided, however*, this Section 12 shall not apply to any claims arising from Contractor fraud or pursuant to Section 14 of this Contract.

## 13. Confidentiality and Work Product

13.1 All Confidential Information (as defined below), provided to Contractor under this Contract, and all Work Product (as defined below) prepared in performance of the Services, will be kept confidential by Contractor and used solely for its performance of the Services, and the Contractor shall not have any right to disclose the same without the prior written consent of Owner and Operator, or to use the same except for the performance of this Contract. The foregoing restrictions shall not apply where such confidential information: (i) becomes part of the public domain through no fault of Contractor or its personnel; (ii) was demonstrably in Contractor's possession on a non-confidential basis prior to disclosure of same by Owner; or (iii) is received by Contractor or is otherwise independently developed without Contractor or its personnel contravening this Contract. If Contractor breaches the foregoing obligations, it acknowledges that Owner will be irreparably injured, which injury cannot be compensated for by damages, and Owner will be entitled to equitable relief, without limiting its other rights and remedies.

13.2 For the purposes of this Contract "**Confidential Information**" shall mean: (i) with respect to the Operator: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential, and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Operator or any of Operator's affiliates or learned by Contractor or its personnel in the course of performing the Services, including all offers, maps, reports, assay or other statistical, geological or geophysical data, technical data, financial, operating or other information, in each case related to the business, operations, assets or affairs of Operator or any of Operator's affiliates, the confidential information of third parties to whom Operator or any of Operator's affiliates owes an obligation of confidence to the extent notice of such obligation is given to Contractor, and any derivatives of any such information; and (ii) with respect to the Owner: any and all written or oral information (whether or not on paper, in electronic form, or otherwise, whether or not marked or identified as confidential and whether or not disclosed or learned prior to the execution of this Contract) disclosed to Contractor or its personnel by or on behalf of Owner, or learned by Contractor or its personnel in the course of performing the Services, deemed information that if disclosed would pose a threat to public security and/or safety, or any other information considered privileged or confidential pursuant to applicable law.

13.3 All work product developed, prepared or compiled by Contractor relating to the Services ("**Work Product**") including all intellectual property rights therein, shall be Owner's exclusive property for use by it without limitation.

13.4 Contractor shall not use or display Owner's name, trademarks, logos or any other of Owner's proprietary marks or designations for any purpose or in any medium (including internet or other means of electronic or wireless communications) without Owner's prior written consent.

**14. Conflict of Interest**

- 14.1 The Contractor certifies that none of its representatives under this Contract receive payment or compensation of any nature, for services rendered regularly through an appointment to a governmental agency, body, public corporation or municipality of Puerto Rico. The Contractor also certifies that it may have service contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for the Contractor.
- 14.2 The Contractor acknowledges that in executing the services pursuant to this Contract it has a duty of complete loyalty towards Owner which includes not having adverse interests to those of Owner related to the services. Those adverse interests include representation of clients which have or may have opposed interests to those of Owner in relation to the services. Also, the Contractor shall have the continuous obligation to disclose to Owner all information and circumstances of its relations with clients and third persons and any interest which could reasonably influence Owner when executing this Contract or during its term.
- 14.3 The Contractor represents conflicting interests when on behalf of a client it must contend for that which is its duty to oppose to comply with its obligations with another previous, present or potential client. Also, the Contractor represents conflicting interests when its conduct is described as such in the canons of ethics applicable to the Contractor and its personnel or in the laws or regulations of the Commonwealth of Puerto Rico.
- 14.4 In the event that any of the partners, directors or employees of the Contractor should incur in the conduct described herein, said conduct shall constitute a violation to the prohibitions provided herein. The Contractor shall avoid even the appearance of the existence of conflicting interests.
- 14.5 The Contractor acknowledges that Owner shall have the power to intervene the acts of the Contractor and/or its agents, employees, and subcontractors regarding the enforcement of the prohibitions contained herein. In the event that Owner should discover the existence of adverse interests with the Contractor, Owner shall inform the Contractor, in writing, of Owner's intention to terminate this Contract within a thirty (30) day period. During said period, the Contractor may request a meeting with Owner to present its arguments regarding the alleged conflict of interests, which meeting shall be granted by Owner in every case of alleged conflict of interests. In the event that the Contractor does not request such a meeting during the specified thirty (30) day period or the controversy is not satisfactorily settled during the meeting, this Contract shall be cancelled.
- 14.6 The Contractor certifies that, at the time of execution of this Contract, it does not have any other contractual relation that could be considered a conflict of interest with this Contract. The Contractor also certifies that no public employee has any personal or economic interest in this Contract.
- 14.7 In the event that any of the partners, directors or employees of the Contractor should incur in the conduct described in Section 18, said conduct shall constitute a violation to the prohibitions provided herein. The Contractor shall avoid even the appearance of the existence of conflicting interests.

**15. Dispute Resolution and Remedies**

- 15.1 Any dispute between Owner and Contractor which may arise in connection with this Contract, or the interpretation, application, implementation, validity or breach of this Contract ("Dispute") shall be resolved as follows:



- (a) the Party believing that a Dispute has arisen shall promptly give notice thereof to the other Party ("Dispute Notice"); and
- (b) upon delivery and receipt of a Dispute Notice by the other Party, the Parties shall promptly attempt to resolve the Dispute.

15.2 If the Parties cannot resolve a matter within fifteen (15) Business Days of the receipt of a Dispute Notice, the Parties will escalate the matter first to an appropriate senior officer of each of Operator and Contractor and, if the matter is still unresolved after a further fifteen (15) Business Days of such escalation, to the President of each of Operator and Contractor. This procedure will be a prerequisite before either Party may seek resolution of the dispute through arbitration in accordance with Section 15.3.

15.3 If the Dispute is not resolved within fifteen (15) Business Days of the date the Dispute is escalated to the President of each of Operator and Contractor, then it may, if agreed by the Parties, be submitted to non-binding mediation employing a commercial mediation service. If the Parties do not agree to mediation within a further fifteen (15) Business Days after the aforementioned fifteen (15) Business Days or, after agreeing to mediation, the Dispute is not resolved within an additional thirty (30) Business Days after referral to the mediation, then any such Dispute, including the arbitrability of the Dispute, shall exclusively be referred to arbitration. The Parties hereby submit to binding arbitration and waive all rights to a jury trial or class action. Either Party may submit a Request for Arbitration to finally settle the Dispute, pursuant to the Rules of Arbitration of the International Chamber of Commerce (ICC) (the "Arbitration Rules"). For the purposes of any arbitration proceedings commenced pursuant to this Article 15:

- (a) There shall be an arbitration panel composed of three (3) arbitrators, appointed in accordance with the Arbitration Rules;
- (b) the place of arbitration shall be San Juan, Puerto Rico;
- (c) the official language of the arbitral proceedings shall be English; however, if the arbitrators are bilingual and the Parties so agree, documentary evidence in Spanish may be submitted without an English translation and Spanish-speaking witnesses may testify in Spanish without the need of an interpreter;
- (d) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;
- (e) the arbitrators shall endeavor to issue their award within six (6) months of appointment; and
- (f) any arbitral award for monetary damages shall be in United States Dollars and shall include interest from the date of any breach or violation of this Contract until paid in full at the rate determined by the arbitrators.

15.4 Contractor hereby consents to the addition of any party Operator deems necessary to such arbitration, and further agrees that it will, upon request of Operator, participate as a direct party in any arbitration arising in connection with this Contract.

15.5 The Courts of the Commonwealth of Puerto Rico have exclusive supervisory jurisdiction with respect to the matters relating to this Contract other than with respect to enforcement, and the

Parties agree and irrevocably submit to such exclusive jurisdiction. Contractor hereby specifically agrees that any order or award obtained in any arbitration relating to this Contract can be enforced in the courts of any jurisdiction in which Contractor carries on business, has offices, or has assets, and Contractor hereby consents to the same.

15.6 Performance of this Contract shall continue during any negotiations, mediations, or arbitration proceedings, unless Operator shall order shutdown of the Services in accordance with this Contract. The provisions of this Article 15 shall not interfere with the Parties' respective right to terminate as set forth in this Contract.

15.7 Except as otherwise specifically permitted by this Contract, no undisputed payment due or payable by Owner shall be withheld on account of a negotiation, mediation, or arbitration under this Article 15.

15.8 Before or during arbitration proceedings commenced under this Article 15, any Party may apply for interim judicial relief, including injunctive relief, before the Courts of the Commonwealth of Puerto Rico.

16. **Changes**

Owner, by the issuance of a written change order, may alter, substitute or add to the Services, or change the dates for Contractor's performance of its obligations hereunder. If Contractor does not provide notice of any dispute to Owner within seven (7) days of its receipt of any such change order it will be deemed to agree to same.

17. **Assignment and Subcontracts**

Contractor shall not assign this Contract or subcontract or otherwise delegate any performance of this Contract without Owner's prior written consent. Owner may assign this Contract upon reasonable notice to Contractor.

18. **Independent Contractor**

Contractor is an independent contractor and, unless authorized by Owner in writing, shall not hold itself out as Owner's agent or representative.

19. **Indemnity**

SUPPLIER shall be liable to LUMA Energy, its affiliates and their respective directors, officers, employees, agents, representatives, guests and invitees (in the remainder of this clause referred to as "Indemnified Parties") for, and, in addition, shall protect, defend, indemnify and save the Indemnified Parties harmless from, all losses, costs, damages and legal and other expenses of whatsoever nature which the Indemnified Parties, or any of them, may suffer, sustain, pay or incur by reason of any matter or thing arising out of or in any way attributable to:

19.1 the breach of any representation, warranty or covenant contained in this Agreement by SUPPLIER or its Representatives;

19.2 the negligent acts or omissions, or willful misconduct, of SUPPLIER or its Representatives in the performance or nonperformance of the Services hereunder;

19.3 any third party liability related to the actions, or failure to act, of SUPPLIER or its Representatives in respect of SUPPLIER's or its Representatives' obligations under this Agreement;

- 19.4 the unauthorized disclosure or use of the Confidential Information by SUPPLIER or its Representatives or by anyone to whom SUPPLIER or its Representatives transmits the Confidential Information;
- 19.5 any actual or alleged infringement, misappropriation, misuse or violation of any third party's Intellectual Property Rights resulting from the performance of the Services by SUPPLIER or its Representatives or the Use or other exploitation by LUMA Energy of any of the Services; or
- 19.6 the violation of any applicable laws or governmental regulations.
- 19.7 For the purposes of this Article 19, SUPPLIER shall not be held liable for any act or omission with respect to its performance of the Services hereunder if such act or omission is done or omitted pursuant to the specific written direction of, or with the specific written concurrence of, LUMA Energy.

**20. Term and Termination**

The term of this Contract (the "Term") shall start on the Effective Date and, subject to earlier termination pursuant to this Contract, end on December 13, 2021 (the "Term Expiry Date") unless otherwise amended in writing by Owner and Contractor.

Owner may terminate this Contract at any time upon written notice to Contractor whereupon Owner shall be relieved of all further obligations under this Contract except for the payment of the balance outstanding for the Services performed to the effective date of termination subject to all of the provisions of this Contract. The termination of this Contract shall be without prejudice to the rights and remedies of the parties accrued prior to termination.

**21. Laws**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

**22. Miscellaneous**

- 22.1 The rights and remedies provided by this Contract are cumulative and are not exclusive of any rights or remedies provided in law, equity or otherwise, and shall extend to Owner, its successors and assigns. Owner's right to require strict performance shall not be affected by any previous waiver or course of dealing.
- 22.2 The covenants, conditions and provisions contained in this Contract, including warranties and indemnities shall survive termination and expiry of this Contract for the benefit of the party to whom they are given. In addition, the expiry or termination of this Contract does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.
- 22.3 The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
- 22.4 Notices shall be in writing and may be delivered personally or by facsimile, courier, electronically (with a read receipt) or registered mail to the individual and at the physical or electronic address or phone number referenced on the Contract Confirmation Form.

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## EXHIBIT "B"

### SCOPE OF WORK AND TECHNICAL REQUIREMENTS

#### 1. Description of the Work

##### 1.1 Scope of Work

For the purposes of this Contract, the services performed by Contractor are:

- LinkActiv will provide to LUMA Contact Center services to manage inbound customer service of their clients.
- LinkActiv will do this providing 100 call center agents during the predetermined working schedules agreed with LUMA
- Training: 1-2 weeks
- Language: Spanish
- Hours of operation: Mon-Sun/ 6am –12am
- HT: 7 minutes
- Staffing schedules will be produced by the LUMA WFM Team, our pricing is based on the staffing schedule presented above.

(the "Services").

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By

**EXHIBIT "C"**

**PRICE AND WORK SCHEDULE**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

For the purposes of this Exhibit, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the Exhibit A Standard Terms and Conditions and Exhibit B Scope of Work and Technical Requirements. In this Exhibit, all the following terms shall have the meanings ascribed to them below:

"Contract Price" shall have the meaning ascribed thereto for Lump Sum Services in Attachment 1 to this Exhibit "C" or Reimbursable Services in Attachment 2 to this Exhibit "C", respectively and in the event the Services comprises a mixture of Lump Sum Services or Reimbursable Services, the "Contract Price" shall mean the sum of the Lump Sum Services Contract Price and the Reimbursable Services Contract Price.

"Excluded Costs" shall have the meaning ascribed thereto in Section 2.2.

**2.1 Interpretation**

Unless otherwise expressly stated:

- (a) all references to an "Article" in this Exhibit shall be to an Article of this Exhibit, unless the reference to an "Article" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to an Article of that Attachment or Annex, as applicable;
- (b) all references to a "Section" in this Exhibit shall be to a Section of this Exhibit, unless the reference to a "Section" occurs in an Attachment to this Exhibit or any Annex thereto, in which case it shall be a reference to a Section of that Attachment or Annex, as applicable;
- (c) any reference to an "Attachment" shall be to an Attachment to this Exhibit, and any reference to "this Attachment" shall be a reference to the Attachment in which such reference is made, as applicable; and
- (d) any reference to "this Exhibit" in this Exhibit "C" or any Attachment or any Annex to this Exhibit "C" shall be to this Exhibit "C".

**2.2** Notwithstanding Owner's obligation to reimburse Contractor in accordance with, and subject to, the terms of the Contract, for clarity, each of the following costs shall be for the sole account of Contractor and shall not be for Owner's account, unless approved in writing by Owner:

- (a) entertainment and personal expenses incurred by Contractor or any of Contractor's personnel;
- (b) costs incurred by Contractor as a result of, or to cure, any breach or violation of this Contract by Contractor or any of Contractor's personnel, unless otherwise provided by the Contract;

- (c) costs excluded by the provisions of the Contract;
- (d) any deductibles payable in respect of Contractor's insurance;
- (e) indemnity costs incurred by Contractor or its personnel pursuant to this Contract;
- (f) costs of any of Contractor's Personnel, including subcontractors not approved in writing by Owner pursuant to this Contract;
- (g) Contractor's share (including legal costs) of the costs of any arbitration proceeding or award pursuant to Article 15 in Exhibit "A" Standard Terms and Conditions;
- (h) Contractor's costs of obtaining any applicable permits, approvals, or other permissions required for Contractor to carry on business in the jurisdiction where the Services are to be performed;
- (i) costs resulting from any termination of this Contract or any portion thereof due to the default of Contractor pursuant to this Contract;
- (j) costs to Contractor with respect to Article 6 Warranty and Inspection in Exhibit "A" Standard Terms and Conditions;
- (k) fines, penalties, charges, and other costs incurred by Contractor due to its performance of the Services contrary to any laws; and
- (l) business or first-class airfare for Contractor's personnel, unless with Owner's prior written approval.

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**ATTACHMENT 1**

**LUMP SUM**

**1. LUMP SUM CONTRACT PRICE**

**1.1 Contract Price**

Services in this Contract will not use the lump sum price structure ("Lump Sum Contract Price"). Therefore, this Attachment 1 is not applicable for this Contract.

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## ATTACHMENT 2

### REIMBURSABLE

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

For the purposes of this Attachment, the following terms shall have the meanings ascribed to them below:

**"All-Inclusive Charge Out Rate"** means the total rate specified in the All-Inclusive Charge Out Rate column of the table in Annex 2 to this Attachment, which rate is inclusive of any and all amounts, including any and all fees, costs (direct or indirect), profits, charges, overheads, and burdens (including payroll burdens), that Contractor may incur in connection with the performance of the Services.

#### 2. REIMBURSABLE CONTRACT PRICE

##### 2.1 Contract Price

Subject to the terms of this Exhibit, the full and total compensation payable to Contractor for the Reimbursable Services shall be the sum of the following amounts, which amounts comprise the Reimbursable Contract Price:

(a) All-Inclusive Charge Out Rates (x volume)

##### 2.2 Target Reimbursable Contract Price

The estimated Reimbursable Contract Price for all of the Services in this Contract shall in no event exceed the total \$1,923,000.00 (the "Target Reimbursable Contract Price"). The Target Reimbursable Price shall not be exceeded without prior written approval by Owner, as evidenced by a change order. Contractor to notify Operator in writing when 70% of the Target Reimbursable Contract Price has been invoiced.

##### 2.3 No Other Amounts Payable to Contractor

The reimbursement of the Reimbursable Contract Price by Owner to Contractor shall be the full and total compensation due by Owner to Contractor for full, timely and complete performance by Contractor of all Services.

##### 2.4 Duty to Minimize Costs

Subject to the provisions of this Contract and respecting quality and standard of Services, Contractor shall use reasonable efforts to minimize the amount of the Reimbursable Contract Price payable by Owner to Contractor in respect of the performance of the Services under this Contract. In particular, but without limitation, Contractor shall use personnel, subcontractors, and equipment in such a manner and take such other steps, as may be necessary or desirable to minimize the amount of costs incurred by Contractor in respect of the Services and any delay thereto.



2.5 Entitlement to Reimbursable Contract Price

The Reimbursable Contract Price shall be earned by, and be payable to, Contractor only upon:

- (a) achievement of the specific Milestones specified in the Work Schedule attached hereto as Annex 1, if applicable;
- (b) the request for payment of that portion of the Services for which the Reimbursable Contract Price are being invoiced and submitted in compliance with this Contract; and
- (c) such Reimbursable Contract Price Services being authorized by Owner pursuant to the Contract.

2.6 Timing of Invoices

Contractor shall only be entitled to submit any Contractor's invoice to Owner on the first business day of each month and then only in respect of the Reimbursable Contract Price relating to Services performed.

3. **ALL-INCLUSIVE CHARGE OUT RATE - COMPOSITION AND ADJUSTMENTS**

3.1 Calculation of All-Inclusive Charge Out Costs

- (a) The All-Inclusive Charge Out Rate specified in the table in Annex 2 to this Attachment is a dollar amount to be charged to Owner by Contractor for the categories of Services described in Annex 2.
- (b) The All-Inclusive Charge Out Rate shall not (nor shall any of its component parts) be increased or decreased during the term of Contract, except as otherwise specified by a change order issued by Owner pursuant to the Contract.

**Annex 1 (to Attachment 2)**

**WORK SCHEDULE**

**Contractor Services to be requested by Owner or Operator when and as needed with work schedules for specific Services to be defined when applicable.**

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**Annex 2 (to Attachment 2)**

**ALL-INCLUSIVE CHARGE OUT RATES**

• **Operation Structure Ratios considered in the proposal for pricing purposes.**

• **Agents: \$18.25 USD (per agent/hour) with 1 year contract and in the case of a 3-year contract price could be \$18.00. Pricing includes:**

➤ **Quality Agent (1:35 agents)**

➤ **Manager (1:300 agents)**

➤ **Back Office (1:100 agents)**

• **Supervisors: \$18.00 USD (per supervisor/hour)**

➤ **Supervisors (1:15 agents)**

• **Training \$16.00 USD (per agent/hour)**

• **Telephony Outbound cost \$0.03 per minute.**

• **Set Up Cost (One Time) \$6,300**

• **Additional programming hour (if needed) \$125 per hour**

*Handwritten signature and initials*

**EXHIBIT "E"**

**GOVERNMENT CONTRACTING REQUIREMENTS**

Contractor acknowledges and agrees as follows:

1. Contractor, for itself and its members or partners (if Contractor is a partnership under the Code), represents and warrants that as of the Effective Date (a) neither it nor its members or partners, as applicable, has any outstanding debts for unemployment insurance, temporary disability, or chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, workman's compensation with the State Insurance Fund, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center ("CRIM") or (b) it or its members or partners, as applicable, have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.
2. Contractor hereby certifies that it is not required to pay child support, or, if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, Contractor has delivered to Owner a certification issued by the Puerto Rico Child Support Administration (Administración de Sustento de Menores (ASUME)) certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME.
3. Contractor hereby certifies that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended known as the "Law for the Strengthening of the Family Support and Livelihood of Elderly People", the same is current and in all aspects in compliance.
4. Any and all necessary waivers regarding the Contract have been obtained from any government entity and said waivers shall become part of the contracting file.
5. Contractor shall have delivered to Owner prior to, or shall deliver on, the Effective Date:
  - (a) a copy of its current Certificate of Incorporation, Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State, as applicable; and
  - (b) the following certifications, in each case dated no earlier than sixty (60) days prior to the Effective Date:
    - i. a copy of Contractor's Merchant Registration Certificate;
    - ii. a Certificate of Good Standing issued by the Puerto Rico Department of State;
    - iii. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico sales and use taxes to the Commonwealth;
    - iv. a Puerto Rico Sales and Use Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Sales and Use Tax returns for the last sixty (60) tax periods;

- v. an all concepts debt certification issued by CRIM reflecting that Contractor does not owe any taxes to CRIM with respect to real or personal property;
- vi. a certification issued by the Puerto Rico Child Support Administration reflecting that Contractor is in compliance with the withholdings required to be made by employers under Applicable Laws; and
- vii. a sworn statement, signed before a notary public, in the form attached hereto as Attachment I.

6. In providing the Services, Contractor, covenants, represents and warrants to the Owner as follows:

- (a) Neither Contractor, or any of Contractor's Indemnified Persons, shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by Owner to Contractor shall be transferred by Contractor, directly or indirectly, in violation of any Anti-Corruption Laws.
- (b) Neither Contractor or Contractor's Group are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor or Contractor's Group shall directly or, knowingly, indirectly, engage in any transactions or business activity of any kind with a Sanctioned Person or a Person located, organized or resident in a Sanctioned Country. No funds transferred by Owner to Contractor or Contractor's Group shall be transferred by Contractor or Contractor's Group, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;
- (c) Contractor shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor and Contractor's Group with the Anti-Corruption Laws and Sanctions;
- (d) Contractor shall promptly notify Owner in writing if, to Contractor's knowledge, Contractor, or any of Contractor's Group, in connection with this Contract or the Services, becomes subject to any investigation by law enforcement or regulatory authorities in connection with the Anti-Corruption Laws or Sanctions;
- (e) Contractor shall at all times comply with all applicable Law regarding non-discrimination;
- (f) Contractor attests, subject to the penalties for perjury, that no member of Contractor's Group, directly or indirectly, to the best of Contractor's knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Contract other than that which is expressly set forth in this Contract;
- (g) Contractor shall inform Owner if, at any time during the Term, there are any material Tax disputes with any Authority of the Commonwealth (other than Commonwealth Tax liabilities for which Contractor is not responsible under this Contract, if any);
- (h) Contractor shall comply, to the extent applicable, and at Owner's request, certify to Owner and Administrator, that it has complied and is in compliance with, to the extent

applicable, the provisions of the Public Private Partnerships Authority's Ethical Guidelines;

- (i) Contractor shall inform Owner if, at any time during the Term, it or Contractor's Group become aware that they are subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function or charges involving public funds or property;
- (j) Pursuant to Section 5(f) of Act 120 and subject to the provisions of the OMA, Contractor shall at all times comply with the public policy and regulatory framework applicable to the T&D System; and
- (k) In providing the Services, Contractor shall:
  - (i) to the extent that the Services are subject to rules of ethics of a profession, comply, and shall require Contractor's Group to comply, with any applicable rules;
    - a. to the extent that the Services involve performance of architectural, engineering, land surveying and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988 ("Act 173"), comply, and shall require its Contractor's Group to comply, with Act 173; and
    - b. as required by Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, use commercially reasonable efforts to use, to the extent available and applicable to the Services, and to the extent permitted by Law and the Federal Funding Requirements, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth of Puerto Rico by businesses operating in the Commonwealth of Puerto Rico or distributed by agents established in the Commonwealth of Puerto Rico.

- 7. **Consequences of Non-Compliance.** The Contractor expressly agrees that the conditions outlined throughout this Exhibit "E" are essential requirements of this Contract. Consequently, should any of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, then this will be deemed a material breach by Contractor and permit Owner to terminate this Contract without limiting any other rights and remedies that Owner may have as a result thereof.
- 8. Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

Owner shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

Furthermore, Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time.

9. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the OMA.



**Interagency Services Clause:** Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico and the Office of Management and Budget, both Parties acknowledge and agree that the contracted Services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with Owner or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

**Termination Clause:** The Office of the Chief of Staff shall have the authority to terminate this Contract at any time. In the event the Chief of Staff exercises this authority, such termination shall be deemed a termination by Owner.

**Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico:** The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Contract.

Owner certifies that this Contract has the appropriate governmental authorizations necessary for its execution, and according to the provisions in the Act No. 3-2017, known as the "Act to Address the Economic, Fiscal, and Budget Crisis to Guarantee the Operations of the Government of Puerto Rico." Furthermore, Owner certifies that it has obtained written approval of the Government Chief of Staff and the Office of Management and Budget, pursuant to Memorandum Number 2017-001 and Circular Letter 141-17.

Attachment 1

Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

I, Miguel A. Osorio Torres, of legal age, single/married, Executive Director and resident of the  
Carroll na \_\_\_\_\_, hereby solemnly swear.

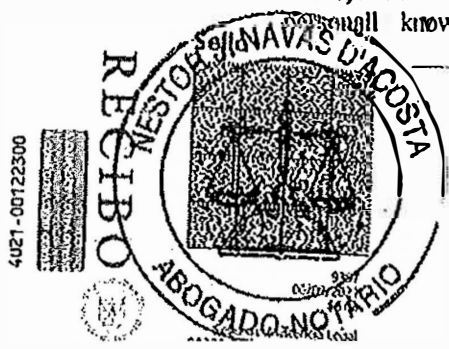
- That my personal status is the one stated above.
- That I hold the position of Executive Director of LinkActiv, LLC (hereinafter referred to as the "Company") organized as a Limited Liability Company under the laws of Puerto Rico [with the Federal Identification No.] 660-505 713
- That I am authorized to represent the Company and all of its partners and owners for purposes of this affidavit.
- That neither the Company nor any of its presidents, vice-presidents, directors, managers, executive directors or members of its Board of Directors, or persons that fulfil similar tasks, have been convicted of, nor have they pleaded guilty to, any of the crimes in Article 6.8 of Puerto Rico Act No. 8-2017, as amended, known as the "Act for the Management and Transformation of the Human Resources of the Government of Puerto Rico" or for any of the crimes listed in Puerto Rico Act No. 2-2018, known as the "Anti-Corruption Code for a New Puerto Rico".
- No commissions or bonuses have been paid, in cash or in kind, and there is not commitment for the future payment of any such commissions or bonuses to any public official, employee or any former public official that participated in the negotiations and transactions contemplated by the Company's agreement with LinkActiv, LLC while working for the Government of Puerto Rico.
- That everything stated above is true to the best of my knowledge, information and belief and thus, to make it public I sign this declaration in Guaynabo, this 6 day of July, 2021.

By: [Signature]  
Name: Miguel A. Osorio Torres  
Title: Executive Director

Affidavit No. 1057

Sworn and subscribed before me by Miguel A. Osorio Torres, of the personal circumstances stated above, in his/her capacity as Executive Director of LinkActiv, LLC; who is personally known to me or whom I have identified pursuant the following form of identification: \_\_\_\_\_, this 6 day of July, 2021

[Signature]





**Annex 1**  
**Contractor Certification Requirement**  
**(See Attached)**

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**EXHIBIT "F"**  
**OPERATOR ("LUMA") POLICIES**

**LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES**

**MESSAGE FROM Darren B. Miller**

LUMA was created to power the lives of the people of Puerto Rico through the delivery of safe, reliable, and affordable electricity. Operating safely and sustainably and in an ethical and responsible manner is critical to achieving our goals.

Our vendors play an important role in supporting our operations and upholding our commitments to our customers. Our Vendor Code of Conduct explains the principles and standards that apply to you when you are providing goods and services to LUMA. As a LUMA vendor, we expect you to share the principles described in this Code of Conduct and to apply similar standards with your own employees and across your supply chain.

By following this Code, you are upholding our mission and our core values and setting the groundwork for our joint success. We expect you—including your employees and the suppliers you yourself use—to act ethically and abide by the commitments in this Code and by other policies that may apply to you as you interact with us or act on our behalf. We value our relationship with you and appreciate your efforts to fulfill these important responsibilities.

Sincerely,

Darren B. Miller

Chief Financial Officer

## OUR MISSION STATEMENT & VALUES

Our values are not just words on a page. We live them daily. Our mission is always, in every way, to continue getting better.

### Mission Statement

LUMA was purposefully built for the people of Puerto Rico, to reinvigorate and transform the island's electric transmission and distribution system and to support its overall economic development. We put people first – our employees, customers and communities.

We encourage and inspire our people to embrace progress, drive growth and create innovative solutions for our customers and the world around us.

We stand together, building a culture on continuous improvement with the goal of working towards a stronger Puerto Rico by delivering on our promise of excellent customer service and our commitment to Safety.

### Core Values

Our Core Values define how we work and we seek out business partners who share them as well. It is important that all members of our team embrace these values, as they are fundamental to how we do business.

We live by the following values:

#### I. CARE

We seek to understand and collaborate. We care enough to challenge each other. We care about each other – and the communities where we live and work.

#### II. ACCOUNTABILITY

We are transparent, respectful and responsive. We are ethical and guided by integrity. We do the right thing. We hold ourselves and each other accountable to operational excellence.

#### III. PRIDE

We take pride in holding ourselves to the highest standards of safety and sustainability. We are invested in our people, our actions and our commitments for the long run. We celebrate our successes and continuously strive to be better.

## CONDUCTING BUSINESS THE LUMA WAY

### Our Expectations

LUMA's Vendor Code of Conduct ("Code") applies to all intermediaries, suppliers, consultants, contractors, contract labor and other business partners who provide goods or services to or on behalf of LUMA (collectively, "vendors"). We each play a role in upholding the principles of our Code. You are expected to ensure that all your employees or sub-vendors that perform work for LUMA read, understand

and follow the Code and the underlying policies and practices that are applicable to them to avoid illegal or unethical conduct. Compliance with this Code is a requirement for becoming and remaining a LUMA vendor.

### **Vendor Selection**

We are committed to dealing fairly with all vendors throughout our procurement process, from bid evaluation and negotiation to award decisions and purchasing administration. We select our vendors based on objective criteria, such as technical, commercial or other legitimate business reasons. You are expected to cooperate with our procurement processes, including responding to any due diligence requests.

### **Speak Up**

Raising awareness of possible misconduct or violations of the law or the Code is part of our commitment to creating a fair and honest culture. To ensure the highest levels of integrity throughout our supply chain, we rely on our vendors to speak up about any actual or suspected violations of the law or our Code.

If you want to come forward with any questions or concerns, you may use any of the following resources:

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Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline
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LUMA's Ethics Helpline is available 24 hours a day, seven days a week, in Spanish and English. You can call the Ethics Helpline at 877-776-0993 and speak with a third-party representative, make a report via the internet at [www.LUMAethicshelpline.com](http://www.LUMAethicshelpline.com), or e-mail [Compliance@LUMAmc.com](mailto:Compliance@LUMAmc.com).

LUMA's Ethics Helpline is managed by an independent third-party service provider. You may report anonymously. All reports made to the Ethics Helpline are forwarded to LUMA's Director of Compliance for review and investigation. When you make a report to the Ethics Helpline, please provide as much information as possible. The more information you provide, the easier it will be for the Company to investigate and address your concern.

### **Investigation of Reports**

You are encouraged to report conduct that you believe is illegal or improper. LUMA treats all reports of misconduct confidentially, to the extent practical and legally permissible. We will promptly investigate all reports and take necessary action. You are expected to cooperate with any investigations. LUMA does not tolerate any form of retaliation against anyone who reports a violation of this Code in good faith or cooperates with an investigation. We also expect all our vendors to investigate any concerns that are reported to them and to take corrective measures if necessary.

### **Violations of Our Code**

LUMA takes violations of our Code very seriously. We encourage our vendors to monitor their compliance with the Code's requirements. LUMA will monitor our vendors' compliance with this Code

through audits or site visits as we deem necessary and we expect our vendors to cooperate with related requests. If any non-compliance with this Code is detected, you are expected to take reasonable steps to address, remedy, and prevent reoccurrence of the non-compliant conduct. Failure to comply with this Code may result in the termination of the business relationship between you and LUMA.

**CREATING A CULTURE OF TRUST AND RESPECT**

We believe in *People First, Safety Always*.

**Human Rights and Labor Practices**

We respect and promote human rights in all our operations. We expect you to share our commitment to providing equal employment opportunity and creating an inclusive work environment that is free from discrimination. You must treat all members of your workforce fairly and in accordance with all applicable labor and employment laws.

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We expect you to employ workers on the basis of their ability to do the job, and not on the basis of their race, color, age, sex, national origin/ancestry, social origin or status, marital or familial status, citizenship status, disability, religion, veteran status, sexual orientation, gender identity, political affiliation, genetic information, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, or any other status protected by federal, state, or local law.

LUMA will not tolerate any conduct by a vendor that is offensive, hostile, abusive, exploitative or otherwise inconsistent with a respectful workplace. You must not support or engage in forced or indentured labor, human trafficking, violence or intimidation of any kind. You must compensate workers in compliance with any legal requirements for wage, working hours, overtime, and benefits. We expect you to respect the rights of your workers to associate freely and to join or not join labor unions.

**Workplace Safety**

At LUMA, the safety of our people – employees, customers, vendors, and the public – matters first and foremost. As our vendor, you must comply with all applicable safety and security laws and regulations. You also must adhere to LUMA’s safety standards and apply safe work practices to work you undertake on our behalf to prevent injuries and illnesses and minimize property losses. You must comply with LUMA HSE Contractor Selection and Management Standard applicable requirements. You are expected to report any incidents or near-misses in accordance with LUMA’s HSE Handbook and our Workplace Safety Policy. You must ensure that your workers receive relevant training on health and safety procedures, including prohibitions on the use of illegal drugs and alcohol at work and restrictions on the possession of weapons.

**Social Media**

You must not use social media in a way that may jeopardize LUMA’s reputation. You are not allowed to make any statements on behalf of LUMA without prior permission from the Company’s Communications department. You are also not permitted to use LUMA’s name or logo, trademarks or other intellectual property without the Company’s express consent. You must never use social media to make false or defamatory comments about LUMA or its employees, customers, other vendors, or any other Company stakeholders.

## Conflicts of Interest

When working for LUMA, you have a responsibility to always act in the best interests of the Company. You must avoid engaging in any activity that would create an actual or apparent conflict of interest in the provision of products or services to LUMA. A conflict of interest may arise when your personal or professional relationships influence or appear to influence your business decisions related to the work you do for the Company.

Examples of a conflict of interest include:

- Your company is partially or fully owned or controlled by a current LUMA employee or someone who has a personal relationship with a LUMA employee
- Your company is partially or fully owned or controlled by a government employee of any agency that regulates or oversees LUMA
- You hire or employ a current LUMA employee or their family member
- You have a personal relationship with the LUMA employee who supervises your work for the Company

Additionally, we are obligated to comply with the Código de Ética para Contratistas, Suplidores, y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico (the "Code of Ethics"), which enumerates our ethical obligations and responsibilities and includes specific requirements related to identifying, avoiding and mitigating conflicts of interest.

Even the appearance of impropriety can undermine our credibility, pose financial and reputational risk to us and jeopardize our ability to comply with relevant laws and regulations, or our contractual obligations. If you are aware of any situation that may create a conflict of interest you must promptly disclose it to the Company.

## ACTING WITH INTEGRITY

We conduct our business lawfully and ethically.

### LUMA's Code of Conduct for Employees

All LUMA employees are required to comply with LUMA's Code of Conduct for employees, available at <https://lumapr.com/>. Among other things, LUMA's employee Code has strict rules and expectations for our employees when they interact with LUMA's vendors. You must never cause or take any action that would result in a LUMA employee violating the employee Code. When in doubt, ask your LUMA business contact.

### Zero Tolerance for Corruption

LUMA is committed to conducting business the right way. We never tolerate any form of corruption and we expect our vendors to carry out their business honestly and ethically. You must operate in full compliance with applicable laws and regulations, including anti-money laundering, anti-bribery and anti-corruption laws, wherever you do business.

When working for or on behalf of LUMA, you must never offer, promise or give a bribe, kickback or improper payment to anyone, whether they are a government official, commercial actor or private individual.

A bribe is an offer or gift of anything of value in order to improperly influence a decision or gain an unfair business advantage. Bribes may include money, expensive gifts, extravagant travel or entertainment, employment opportunities, and political or charitable donations. A kickback is money or a gift of anything of value returned or paid as a reward for awarding or fostering business.

We expect you to implement your own anti-corruption policies and procedures, which include conducting appropriate due diligence for any sub-vendors that will perform work for LUMA and maintaining accurate books and records.

### **Exchanging Business Courtesies**

In the course of conducting business for LUMA, you may exchange business courtesies to build goodwill and positive working relationships at the Company. However, such exchanges must not be used to improperly influence a business decision or create a sense of obligation. Although nominal promotional items or business courtesies of modest value may be acceptable in certain situations, they are never required to do business with LUMA.

Even the appearance of impropriety can damage your and LUMA's reputations. Any business gifts or entertainment you give or offer to LUMA employees must be reasonable and comply with local law and the LUMA employee Code. Such courtesies must not be provided frequently. Extravagant gifts and entertainment, cash, cash equivalents, gift cards or discounts not available to all employees are prohibited, whether they are provided directly to LUMA employees or indirectly via third parties or family members.

### **Relationships with Governmental Authorities**

LUMA often interacts with Puerto Rico's regulatory and other governmental authorities that are responsible for laws, regulations, and policies that affect the Company, such as:

- The Puerto Rico Public-Private Partnerships Authority ("P3 Authority")
- The Puerto Rico Electric Power Authority ("PREPA")
- The Puerto Rico Energy Bureau ("PREB")
- The Financial Oversight and Management Board for Puerto Rico ("FOMB")
- The Federal Emergency Management Agency ("FEMA")

In your work with LUMA, you may encounter government officials or employees from these or other government agencies and departments. You must act with integrity when interacting with such governmental authorities and ensure that you comply with all applicable legal requirements. You must not make representations on behalf of LUMA without prior approval from the Company.

Providing a business courtesy to a government official or employee is subject to strict rules, including the Code of Ethics. You shall not provide any business courtesies to any government officials or make any donations or contributions to any political party or candidate or for any political initiative on LUMA's behalf without prior approval from the Company.

### **Trade Controls**

LUMA complies with all applicable laws and regulations that govern international trade, including import and export controls and economic sanctions promulgated by the U.S. Treasury Department, Office of Foreign Assets Control. We expect our vendors to be knowledgeable of and abide by these laws when applicable. You must not engage in transactions with any sanctioned parties or facilitate transactions with third parties that involve sanctioned parties.

### **SUPPORTING OUR COMMUNITIES**

We invest in our local communities and provide the best service to our customers.

### **Environment and Sustainability**

LUMA recognizes the importance of safeguarding the environment for future generations. We are committed to reducing our environmental impact and we actively seek vendors that operate in an environmentally responsible manner. Because we care about protecting the environment, we expect our suppliers to:

- Commit to and promote environmental compliance.
- Comply with local, Commonwealth and federal environmental laws, regulations and government orders, permits, authorizations and other legal obligations.
- Assist in finding efficient and effective solutions to environmental issues.
- Report environmental incidents in accordance with policies.
- Respond quickly and effectively to environmental incidents involving work sites and/or equipment in accordance with LUMA's policies.
- Be familiar with and comply with all LUMA environmental systems, procedures, plans and programs in effect and applicable to their work situation.
- Implement systems and procedures to minimize activities that pose a threat to the environment and provide training on the same.
- Ensure safe and appropriate management and disposal of waste.

### **Local Goods and Services**

LUMA is committed to investing in the people of Puerto Rico. We support local businesses and provide them with fair opportunities to bid and acquire contracts. We expect our vendors to share this commitment to seek, use and develop a local supply chain while performing work for LUMA.

### **PROTECTING OUR COMPANY RESOURCES**

We use assets, systems, processes and data responsibly.



### **Asset Management**

Responsible management of assets that are owned by LUMA as well as assets that are entrusted to us by PREPA is vital to the performance of our work. Such assets include equipment, tools, vehicles, offices and yards, funds, documents, networks, systems and software, confidential information, sensitive information and intellectual property. As a LUMA vendor, your services may affect electric utility service and be subject to utility regulation, including oversight from the P3 Authority and the PREB. You are expected to safeguard the assets managed by LUMA and only use them with Company approval and for legitimate business purposes; they should be protected from misuse or theft.

### **Data Protection**

Information systems managed by LUMA, and the data we store on these systems, are valuable assets, many of which are used to carry out critical utility activities. You have a duty to maintain the security and integrity of these systems and to abide by all information protection and privacy laws that apply to your relationship with us.

If you provide information systems services to LUMA, or you connect to information systems managed by LUMA, you will be expected to implement and maintain a cybersecurity system designed to prevent unauthorized access to these systems, as well as your own. In such cases, LUMA has the right to screen your systems for compliance and security purposes prior to engagement. You must notify LUMA immediately if any information we provided or gave you access to has been, or is suspected of being, lost, stolen, or inappropriately disclosed.

All information that is created, stored and transferred using systems and networks managed by LUMA is Company or PREPA property. LUMA may authorize individuals to monitor equipment, systems and network traffic to ensure that these systems have not been compromised or to see if there has been improper or inappropriate use of Company or PREPA resources. You should not expect privacy when using LUMA's systems to access, download or transmit information.

### **Confidential Information**

In the course of your work for LUMA, you may have access to the Company's or PREPA's confidential, non-public information. This can include financial information, business or strategic plans, customer lists, terms or rates offered to customers, pricing and technological innovations. You must protect the confidentiality of this information and you must not disclose it to anyone outside the Company unless the Company authorizes you to do so or it is required by law.

Sometimes our customers or other vendors will provide us with their own confidential information, in furtherance of our business relationships with them. You must always respect and protect the confidential information of our customers and other vendors and abide by any confidentiality obligations to which you have agreed. Any media inquiries related to confidential, non-public information about LUMA or its operations should be referred to the Company's Communications Department.

### **Data Privacy**

We respect the privacy of the personal information of our employees, customers, and vendors. You have a shared responsibility to protect this information against inadvertent or inappropriate disclosure. You must handle such information in compliance with applicable laws and LUMA's policies and IT security requirements. LUMA reserves the right to analyze your security system to ensure that any personal information we disclose to you will be adequately protected. You must not share such information with

third parties without LUMA's express approval. Any potential compromise to the confidentiality or the security of personal information should be immediately reported to LUMA's IT—OT Department.

### **Record Retention**

We maintain Company records, in paper and electronic form, for as long as required by law and as necessary for our business purposes. During the course of your work for LUMA, you may generate or receive information or records related to the Company. You must follow all applicable laws and contractual requirements in creating, maintaining and disposing of these records. The destruction of personal information must be previously authorized to implement any necessary safeguards and must be documented in compliance with law.

Q You must not destroy or discard any records related to your work for LUMA that are subject to an internal or government investigation, or to any other legal or administrative proceeding. If you receive a subpoena or a request from someone outside LUMA for a document or record, notify your contact at LUMA.

### **Financial Reporting**

B Accurate, reliable, and timely records and disclosures are critical to meeting LUMA's financial, legal and management obligations. Records prepared for LUMA, including records of work time and expenses, must be accurate and complete. You must ensure that you have appropriate authorization for each work order or purchase requisition and that you maintain appropriate supporting documentation. You must comply with generally accepted accounting principles, as well as your internal accounting policies and system of internal controls.