

ADDENDUM No. 2

BIOENERGYTECH CHALLENGES - VALLE DEL CAUCA

Justification

Reddi Colombia, in its capacity as the executing entity of Call No. 01 of 2026 – BioEnergyTech Challenges, developed in articulation with Ecopetrol S.A., as the lead entity of the challenges, and the Cámara de Comercio de Cali, as the organizing entity, and in exercise of the power provided in numeral 13 of the Terms of Reference, hereby issues this **Addendum No. 2**, which modifies numeral **16. Intellectual property** of the call.

The purpose of this modification is to clarify and update the provisions regarding intellectual property, attending to the open and collaborative innovation nature of the call and the conditions established for the development of the pilots, in order to comprehensively establish the rules applicable to pre-existing rights, generated results, their use, and the obligations of the participants, in harmony with the legal framework and objectives supporting the initiative, and to provide greater clarity and legal certainty to participants and other involved parties regarding the treatment of rights and results associated with the execution of the innovation challenges.

Consequently, numeral **16. Intellectual property** of the Terms of Reference is modified, which shall read as follows:

16. Intellectual property

This call and the legal relationships derived from it are developed in execution of the Cooperation Agreement entered into between the Cámara de Comercio de Cali and Ecopetrol S.A. for the creation and operation of the Econova Valle. Consequently, the intellectual property regime, use of results, and scaling provided herein shall be interpreted in a harmonious, complementary, and subordinate manner to the provisions of said Cooperation Agreement. In case of incompatibility or interpretive doubt, the provisions of the Cooperation Agreement shall prevail.

Prior rights and obligations:

The participant declares and warrants that:

1. Sufficient rights are held over the technologies that form part of their application and/or that are incorporated, directly or indirectly, in the course of executing this initiative, as applicable.
2. Consequently, they possess the ownership of the intellectual property rights that may be required for that purpose and/or have a license or power over them, and such rights are sufficient to allow them to fulfill the obligations derived from this call.
3. They guarantee that, at the time of executing the proposal, they have all the required licenses and authorizations to perform the respective developments. The foregoing

includes, but is not limited to, having licenses or powers that allow them to use computer systems, software, images, and other aspects that form part of their exercise. Likewise, they declare and warrant that the approaches they formulate are their property or will properly cite their source, committing not to violate any third-party rights.

4. They shall hold harmless the Cámara de Comercio de Cali and Ecopetrol S.A. from any claim received from authorities or third parties related to the intellectual property required for their participation and permanence in the Call and in the execution of the pilots.
5. By applying to this call, they are not infringing third-party intellectual property, including but not limited to copyright, related rights, trademarks, slogans, emblems or trade names, designs, patents, integrated circuit layout designs, know-how, industrial or trade secrets.
6. They recognize that this is a space for open and collaborative innovation, within the framework of which participants present their solutions to the proposed challenge. The aspects presented there, including any eventual intellectual property, do not automatically acquire a confidential character, so each participant is responsible for selecting the information they will disclose within the framework of the exercise.

Existing intellectual property rights:

For the purposes of this call, Pre-existing Intellectual Property shall be understood as that intellectual property, technology, methodology, model, software, confidential information, know-how, equipment, hardware, and other technological assets owned by the participant or regarding which they have sufficient authorizations, that are incorporated into their proposal or used during the execution of the pilot and that have not been generated specifically in the development thereof.

In accordance with the above, the following must be taken into account:

1. Participation and selection in this call does not imply transfer of intellectual property rights over which the participant or Ecopetrol S.A. has accredited ownership. Therefore, all existing intellectual property rights prior to the start of execution of the challenges funded by this call are and shall remain the property of the holder. Consequently, no involved party may use the intellectual property of others without prior express written authorization.
2. The participant respects and protects the intellectual property rights of the Cámara de Cali and Ecopetrol S.A. In this sense, they undertake to perform the necessary steps to prevent such rights from being breached by their personnel or by third parties related to their activities. Likewise, they commit to timely report any situation or event that may imply a violation of said intellectual property rights related to the execution of projects funded in this call, of which they become aware.

3. The participant must report valid intellectual property or intellectual property in process of protection regarding the proposed technology at the time of applying to this call. This does not imply the obligation to disclose trade secrets or intellectual property that has not been disclosed, nor does it imply technology valuation.

In the development of the winning proposal, the participant must:

1. Declare that the technological solutions developed in this phase are original creations whose economic rights of intellectual property belong to them.
2. Maintain an inventory of the intellectual property generated within the framework of executing the assigned resources. This must include the list of inventors and/or authors (natural persons involved) and associated creations.
3. Respect the moral rights of authors and/or creators.
4. Comply with established Intellectual Property obligations. The participant recognizes that, in case of non-compliance with any of them and if a claim exists regarding property rights, the participant will not access the funding mechanism and must indemnify organizers and affected parties for damages.
5. In the event that, on the occasion of executing this call, new creations susceptible to protection as intellectual property arise, the economic rights thereof shall belong to the parties: Ecopetrol S.A. and the participant in proportion to the contributions they make toward achieving it.
6. Said parties mutually grant each other a free, non-exclusive, and perpetual license of the generated technology for: internal, operational, strategic, research, innovation, and process improvement use, adaptation, modification, integration, and evolution of the solution.
7. Said license is understood to be automatically granted and will not require another contractual document with the participant once this phase ends.
8. Likewise, the parties will grant the Host a free, non-exclusive, non-transferable license limited to internal use over the results, exclusively for analysis purposes within its own operation or business group. This license shall in no case imply assignment, transfer, recognition of co-ownership, nor generation of present or future economic rights over the generated intellectual property, nor empower the Host to exploit, commercialize, license, or dispose of it to third parties. In no case will the Host's participation, through providing infrastructure, access to facilities, production processes, information, or operational support, generate automatic economic rights over the intellectual property generated during the pilot.

9. To this end, the participant must deliver a document containing the inventory of intellectual property resulting from the project.
10. The winning team will deliver to Ecopetrol S.A., after developing the proposal, the methodology, software/logic support, and/or any other documentation required for the operation of the proposal, as well as the materials, products, or prototypes to be developed.
11. Any final implementation, replication, scaling, or commercialization of results exceeding the scope of the pilot must be subject to subsequent agreements between the involved parties, defining applicable technical, legal, and economic conditions.

The remaining stipulations of the Terms of Reference, as well as the modifications incorporated through **Addendum No. 2**, remain fully in force.

Issued in the city of Santiago de Cali, on the sixteenth (16th) day of the month of September, two thousand twenty-six (2026).


Ana María Argote Pabón
Alternate legal representative
Reddi Colombia