

Pedro L. González Uribe (Secretaría)

From: Rebeca I Maldonado Morales <[REDACTED]>
Sent: Friday, May 9, 2025 9:03 PM
To: Secretaria
Cc: Pedro L. González Uribe (Secretaría); 'gov@lumamc.com'; Alejandro Figueroa Ramirez; Edgar O Vega Maldonado; Amanda L Gonzalez Nieves
Subject: LUMA-GOV-T-00298 - Transmittal - Respuesta a Petición de Información del Senado Núm. 2025-0051
Attachments: 25.05.09_LUMA-GOV-T-00298.docx; 25.05.09_Carta_Respuesta a Petición del Senado 2025-0051.pdf; 25.05.09_Respuesta a Petición de Información del Senado Núm. 2025-0051.pdf; Anejo A - Contratos de Comunicaciones.zip

Buenas noches,

LUMA presenta su respuesta a la Petición del Senado Núm. 2025-0051 y los anejos correspondientes.

Saludos,



REBECA MALDONADO MORALES

Stakeholders & Intervenors Affairs, Director



787.349.2758



lumapr.com



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Respuesta a la Petición de Información del Senado de Puerto Rico No. 2025-0051

Response:

ASUNTO

Información sobre presupuesto, gastos y contratos de relaciones públicas y comunicaciones.

SOLICITUD

1. ¿A cuánto asciende el presupuesto y el gasto destinado a relaciones públicas y comunicaciones en LUMA Energy?

RESPUESTA

Las responsabilidades y obligaciones de LUMA conforme al Acuerdo de Operación y Mantenimiento del Sistema de Transmisión y Distribución de Puerto Rico ("T&D OMA", por sus siglas en inglés), incluyen informar y educar a nuestros clientes sobre el sistema energético.¹ Como parte de nuestro compromiso con la transparencia, hemos enfocado nuestros esfuerzos en fortalecer los canales de información. Esta inversión responde a la necesidad de mantener a nuestros clientes debidamente informados y generar confianza mediante una comunicación abierta y constante.

El presupuesto asignado al departamento de comunicaciones para el año fiscal 2025 asciende a \$8.5 millones. Esto incluye tanto el trabajo que diariamente realizan nuestros empleados como las notificaciones de interrupciones de servicios y mejoras programadas, las campañas de educación sobre la preparación para huracanes, seguridad eléctrica, uso de aparatos automatizados, funcionamiento de contadores inteligentes y manejo de la vegetación, contempla una estrategia de difusión integral a través de diversos medios de comunicación, tales como prensa, radio, plataformas digitales, vallas digitales, entre otros. Estas iniciativas buscan fortalecer la seguridad, evitar el fraude, aumentar el conocimiento de nuestros clientes sobre las labores que se están realizando, promover prácticas responsables de consumo y maximizar el uso de todos los servicios e información que hemos puesto a su alcance.

Resulta importante señalar que el presupuesto de LUMA es anualmente aprobado por el Negociado de Energía de Puerto Rico y posteriormente certificado por la Junta de Supervisión Fiscal para Puerto Rico. Cabe señalar que, el departamento de Comunicaciones de LUMA cuenta con menos recursos que otras empresas de servicios públicos de tamaño similar.

Los gastos del presupuesto operacional incurridos hasta el segundo trimestre del año fiscal 2025 ascienden a \$4.4 millones. LUMA se encuentra trabajando en los informes correspondientes al tercer trimestre, los cuales serán sometidos al Negociado de Energía durante el transcurso de este mes.

SOLICITUD

2. ¿A cuánto asciende el gasto incurrido para la producción y difusión del video documentando el traslado del transformador de reemplazo para la subestación de Santa Isabel en junio de 2024?

¹ Véase: T&D OMA, Sección 13.1 (g) (ii), p. 114-115; Anejo I, Sección IV, p. I-5-I-6.

RESPUESTA A LA PETICIÓN DEL SENADO DE PUERTO RICO

RESPUESTA

La situación del transformador de Santa Isabel tuvo un impacto significativo tanto a nivel operacional como en la percepción pública, ya que afectó el suministro eléctrico en una zona clave y generó preocupación entre los clientes.

Ante este escenario, comprendimos la importancia de comunicar de manera clara, oportuna y transparente. Por ello, se produjo un video informativo que explicó de forma visual y sencilla lo sucedido, las acciones tomadas para resolver la situación y el compromiso de LUMA con la seguridad, la continuidad del servicio y la comunidad.

Este material audiovisual fue una herramienta clave para fortalecer la confianza con nuestros clientes, grupos de interés, demostrar la capacidad de respuesta y reforzar el valor de la comunicación proactiva en momentos críticos.

Es importante destacar que los costos asociados a la producción del video fueron asumidos íntegramente con fondos privados de nuestras compañías matrices, como parte del compromiso continuo y responsable de comunicación.

SOLICITUD

3. Someter copia de los contratos dirigidos a servicios de publicidad, vigentes y por los pasados 3 años.

RESPUESTA

Se Incluye como Anejo A un archivo en formato Zip que contiene los contratos solicitados y un listado extraído del registro de contratos de la Oficina de Contralor de Puerto Rico.

Cabe señalar que la enmienda al contrato de publicidad vigente está siendo sufragado con fondos privados de nuestras compañías matrices.

SOLICITUD

4. Actualmente, LUMA Energy tiene múltiples anuncios en tableros digitales (*billboards*) alrededor de todo Puerto Rico. ¿A cuánto asciende el gasto incurrido para publicidad en dichos tableros digitales?

RESPUESTA

El contenido que actualmente publica en las vallas digitales representa una herramienta fundamental para mantener informados a los clientes sobre las mejoras diarias. Estas plataformas permiten una comunicación directa, visual y oportuna, facilitando la comprensión del trabajo y los posibles impactos temporales en el servicio. Además, refuerzan la transparencia y el compromiso de LUMA con la comunidad, generando confianza y promoviendo una relación más cercana con los clientes.

Los costos asociados a los tableros digitales dentro del periodo de **julio de 2024 hasta diciembre de 2024** fueron sufragados con el presupuesto de gastos para el presente año fiscal. Estos ascienden a **\$173,625** e incluye las siguientes campañas educativas:

- Preparación para Temporada de Huracanes
- Vegetación
- Alumbrado Público
- Seguridad

RESPUESTA A LA PETICIÓN DEL SENADO DE PUERTO RICO

Como parte del compromiso continuo y responsable de comunicación de nuestras compañías matrices, a partir del mes de enero de 2025 los costos asociados a los tableros digitales han sido asumidos íntegramente con fondos privados. Entre otros esfuerzos de comunicación y publicidad, nuestras compañías matrices también han invertido recursos privados para publicar anuncios y documentales.

MASTER SERVICES AGREEMENT

NO. 103044

2024-L00503

This **MASTER SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of the last date on the signatures set forth below, on the signature section (the "**Effective Date**"), by and between **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico ("**PREPA**" or "**Owner**"), represented herein by its agent, **LUMA ENERGY SERVCO, LLC** ("**Operator**" or "**LUMA**"), and **Lopito, Ileana and Howie, Inc.**, a domestic corporation organized under the laws of Puerto Rico registered under number 27669 at the State Department Puerto Rico Registry for Legal Entities ("**Contractor**"). Each of PREPA and Contractor are sometimes referred to herein as a "**Party**" and together as the "**Parties**".

RECITALS

WHEREAS, LUMA was retained by PREPA 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 (collectively the "**OMA**"), pursuant to which LUMA provides certain services to PREPA and Administrator as more specifically set out therein;

WHEREAS, in accordance with the terms and conditions of the OMA, and for the avoidance of doubt, LUMA is acting solely as agent to PREPA, and is not for itself or on its own behalf a party to this Agreement;

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("**Act 83**"), has the authority to engage professional, technical, and consulting services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, Contractor is in the business of providing advertising Contractor services.

WHEREAS, the Parties desire to enter into this Agreement to provide for, among other things, the performance by Contractor of certain Corporate Communications, Public Relations Outreach and Educational Campaign (the "**Services**") for PREPA as required from time to time and on an individual project-by-project basis, and in accordance with Contractor's proposal attached hereto as **Exhibit A** Proposal and the Scope of Work ("**Proposal/SOW**") incorporated into this Agreement by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

1. **Interpretation and Construction of this Agreement.**

1.1 The Recitals above are included as an integral part of the terms and conditions of this Agreement.

1.2 As long as the OMA is in effect, (i) all provisions hereunder relating to PREPA taking any action, receiving any notice or disclosure, making any determination (including but not limited to the termination of the Agreement), or otherwise referencing PREPA as beneficiary of the terms and conditions of the Agreement, shall be understood to refer to LUMA, acting on PREPA's behalf and (ii) all references to "LUMA" shall be understood to mean LUMA on its own behalf, as third party beneficiary of this Agreement. For the avoidance of doubt, PREPA (directly and not through LUMA as its agent) is prohibited from taking any action or giving any consent hereunder as long as the OMA is in effect. For the further avoidance of doubt, LUMA shall have no liability hereunder for any actions it may take on PREPA's behalf, and all such liability shall be exclusively PREPA's.

1.3 Exhibits, Annexes and Task Orders. The Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. In the event of an irreconcilable conflict, discrepancy, error or omission, the following descending order of precedence will govern: (i) Exhibit D - Government Contracting Requirements, (ii) this Agreement and (iii) the remaining Exhibits. Once Task Orders have been executed, if there are any conflicts between the terms and conditions specified in this Agreement and those specified in an executed Task Order, those specified in this Agreement shall govern.

1.4 Construction. For purposes of this Agreement: (i) "include", "includes" or "including" shall be deemed to be followed by "without limitation"; (ii) "hereof", "herein", "hereby", "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (iii) reference to a gender includes all genders; (iv) "any" shall mean "any and all"; (v) reference to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented and modified in effect from time to time in accordance with its terms; (vi) reference to any Applicable Law means such Applicable Law as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder; and (vii) reference to any Person at any time refers to such Person's permitted successors and assigns.

1.5 Days and Time. All references to days herein are references to calendar days, unless specified as Business Days, and, unless specified otherwise, all statements of or references to a specific time in this Agreement are to Atlantic Standard Time.

1.6 Negotiated Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit of competent legal representation, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

2. Performance of Services.

2.1 Performance of Services.

(a) Contractor shall provide PREPA with the Services as specifically set forth in Task Orders agreed to in writing and signed by both Parties from time to time in substantially the form attached hereto as Exhibit C (each, a "Task Order"); provided, however, that this Agreement shall in no way obligate PREPA to enter into any Task Order. Contractor shall complete performance of the Services as set forth in each Task Order and in compliance with all applicable laws, rules, regulations, court orders and, to the extent the Services are subject to rules of ethics of a profession, comply with any such applicable rules. To the extent applicable, Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable

to their profession and assume responsibility for their own actions. Contractor shall use the best practices acknowledged in the industry and adhere to express specifications and policies regarding the performance and delivery of the Services, as indicated in the Task Orders.

(b) Contractor acknowledges and agrees that notwithstanding PREPA's execution of this Agreement, PREPA has the right to retain any other party to execute any of the Services, and that Contractor is in no way guaranteed any work and that it will only be entitled to perform Services if PREPA elects to issue a Task Order and then only upon the Parties agreeing to the applicable Task Order in the manner specified in this Agreement.

(c) Contractor acknowledges and accepts that PREPA may have entered into, or will enter into, similar agreements with other contractors to provide an expedited method for procuring similar or related services. Accordingly, PREPA may award other contracts for additional work to other contractors. Contractor agrees to cooperate with such other contractors as may be reasonably directed by PREPA. Contractor shall not commit or permit any acts that interfere with the performance of work by any other contractor, and PREPA shall take reasonable measures to ensure other contractors do not commit or permit any acts that interfere with the performance of the Services by Contractor.

(d) Contractor shall not perform any Services until such time as PREPA issues a Task Order and Contractor agrees in writing to perform such Services, and then only in respect of the Services provided for therein. Contractor acknowledges and agrees that the determination of whether and when any Task Order will be issued shall be solely within PREPA's discretion. PREPA shall issue Task Orders for the Services in a reasonable and non-discriminatory manner. Further, Contractor acknowledges and agrees that upon receipt of any Task Order from PREPA and acceptance by Contractor of same, it shall be required to perform the applicable Services as directed therein. For clarity, Contractor shall not proceed with any Services, and shall not be entitled to any compensation for any Services, unless and until the Task Order for such Services has been executed and delivered by the Parties in the manner set forth herein.

(e) Contract represents having an educated knowledge and the experience in the market to Owner's communications needs. Contractor will ascertain a campaign against misinformation targeting appropriately audience to achieve Owner's goals. Contractor will partner with Owner to maximize the impact and make informed decisions about Owner's communications strategies.

(f) Contractor will assist in planning, creating, executing, and managing communications campaigns, providing adequate professional and creative talent, including account executives, creative directors, graphic designers, copywriters, technical writers, researchers, media planners, and strategists.

(g) Contractor has specialized knowledge, industry experience, and creative approach, advertising, and communications expertise to ascertain effective communication with targeted audiences.

2.2 Task Order Changes. From time to time, the Parties may mutually agree to execute order changes to meet changing requirements through change orders (each, a "Change Order") signed by both Parties. If a change is requested by Contractor, such Change Order request must include (i) reason for the Change Order, (ii) description of remaining scope, schedule, and forecasted cost, (iii) impact of not performing such change order and (iv) any and all other documentation as reasonably required by PREPA. Upon execution of the agreed upon Change Order, it will become a part of the relevant Task

Order. Notwithstanding anything to the contrary in this Agreement, PREPA, in its sole discretion, can permit work to be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting a breach or otherwise invoking applicable remedies against the Contractor.

2.3 Relationship Manager. Contractor shall designate a relationship manager (the “Relationship Manager”) who shall serve as the main contact for Contractor and be responsible for all questions relating to the implementation of this Agreement and any subsequent Task Order or Change Order. Contractor shall instruct its personnel that any and all questions with respect to the Services shall be addressed with, and directed to, the Relationship Manager.

2.4 Personnel.

(a) The persons designated by Contractor to perform the Services shall have the appropriate technical and professional skills to enable them to perform the Services in a professional manner, consistent with generally accepted industry standards. Contractor shall not subcontract any of the Services without PREPA’s prior written consent, which consent may be withheld in PREPA’s sole discretion. Contractor shall retain full responsibility to PREPA under this Agreement for all matters related to the Services notwithstanding the execution or terms and conditions of any subcontract. No failure of any subcontractor used by the Contractor in connection with the provision of the Services shall relieve the Contractor from its respective obligations hereunder to perform the Services. The Contractor shall be responsible for settling and resolving all subcontractor claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by Contractor or inflicted on Contractor or a subcontractor by the actions of another subcontractor.

(a) Contractor shall take a proactive approach to safety and strictly enforce safe work practices. Contractor shall take responsibility for ensuring all workers consistently follow applicable safety laws, regulations, standards, and practices. Contractor shall have the duty to stop work and initiate correction through the approved process if an unsafe work practice or safety hazard exposure is observed. The Contractor shall develop, amend as required, and follow a work plan emphasizing safe work practice.

(b) Contractor shall provide services related to LUMA’s strategic corporate communications needs as it pertains to creative services, media buying, ad placement, content production, and research. Contractor shall deliver comprehensive Creative Services, provide accounts Management Services, provide expert Media Buying and Ad Placement capabilities and will provide expert services in Content Production, by means of professional services in accordance with this Agreement.

3. Compensation.

3.1 Fees for Services.

(a) Fees for Services provided will be billed pursuant to Exhibit C – Fees and Reimbursable Expenses.

(b) The total amount to be paid by PREPA for Services and reimbursement of approved expenses provided hereunder shall in no event exceed **\$2,478,880** (the “Contract Ceiling”). Each executed Task Order budget shall be deducted from the Contract Ceiling. The Contract Ceiling shall not be exceeded without prior written approval by PREPA, as evidenced by a written amendment to this Agreement. Contractor exceeds the Contract Ceiling at its own

risk. This Agreement alone, without Task Orders or Change Orders is no guarantee of work. Prior to the issuance of any Task Order, the Agreement price is \$0. The Contractor shall immediately notify PREPA when the aggregate billing or costs incurred under this Agreement amounts to (i) seventy-five percent (75%) of the Contract Ceiling. In addition, Contractor shall present an itemized list of the remaining Services under the Agreement and/or Task Order, as applicable.

(c) PREPA shall not reimburse Contractor expenses unless previously approved in writing by PREPA.

3.2 Registration at the Office of the Comptroller. PREPA shall submit this Agreement for registration with the Office of the Comptroller of Puerto Rico, in accordance with the provisions of Act No. 18 of October 30, 1975, as amended, and provide evidence of such filing to Contractor. Such filing shall be made no later than fifteen (15) days from the date hereof. The Parties agree that no performance of either Party's obligations hereunder may be required by the other Party until the Agreement has been signed by both Parties and submitted for registration as described above.

3.3 Invoices.

(a) Unless otherwise set forth in a Task Order, Contractor shall submit invoices to PREPA for the Services upon completion of each Task Order, detailing the amounts payable thereunder. PREPA shall approve, in whole or in part, Contractor invoices within thirty (30) days following its receipt of each such invoice (the "Approval Period"). If PREPA does not provide Contractor with written notice of disapproval with just cause within the Approval Period, such invoice shall be deemed approved. PREPA shall remit payment to Contractor within forty-five (45) days of approval of each invoice provided that PREPA may withhold payment of any amounts that are disputed by PREPA in good faith pending resolution of the dispute. In case of a dispute, PREPA shall notify Contractor of the disputed element and once the dispute is resolved according to Section 14 hereof, PREPA shall make the payment agreed to by the Parties within ten (10) days following resolution.

(b) PREPA shall pay Contractor for the Services provided hereunder as specified in each applicable Task Order. Invoices must have the following information in order for payment to be made: (i) invoice number; (ii) invoice date; (iii) date(s) that the Services were provided; (iv) detailed description of the Service provided or milestones completed/delivered, as applicable; (v) itemized invoice amount; (vi) reference to the applicable Task Order; (vii) copies of timesheets with hourly breakdown by employee; (viii) evidence of vehicle usage, including mileage, if applicable; (ix) any and all other documentation as required by applicable federal, state, and local law, rules or regulations; and (x) the following certification: "*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 has been obtained prior to entering into this Master Services Agreement by and among the Puerto Rico Electric Power Authority ("PREPA") and Lopito Ileana & Howie Inc. dated on the Effective Date (the "Agreement"). The only consideration to be received for the Services (as defined in the Agreement) are the agreed-upon fees that have been negotiated with PREPA as specified in the Agreement. The total amount shown on this invoice is true and correct. The Services were provided, and no payment has been received.*"

(c) The charges submitted for payment for the Services performed by Contractor shall be charged from the following account: 03-5003-92300-550-690

3.4 Withholdings. The Contractor is an independent contractor and, as such, shall be responsible for the payment of all of its taxes and any applicable withholdings under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended ("PRIRC"), the U.S. Internal Revenue Code- of 1986, as amended, or any state, territory or local tax statutes. No withholdings or deductions shall be made from payments to the Contractor for services rendered by Contractor, except for those required by any federal, state, territory, or local statutes, such as the PRIRC and Act No. 48-2013, as amended. In particular, if the Contractor is an entity that is not organized under the laws of Puerto Rico or an individual who is not a resident of Puerto Rico (collectively a "Nonresident Contractor"), then when invoicing, the Nonresident Contractor will allocate fees between those relating to activities undertaken by the Nonresident Contractor outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. If the Nonresident Contractor is an entity, or an individual who is not a citizen of the United States PREPA shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. If the Nonresident Contractor is an individual who is a citizen of the United States, PREPA shall deduct and withhold twenty percent (20%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the PRIRC, 13 L.P.R.A. Sec. 30281. PREPA shall remit and deposit with the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made on payments to the Contractor. In addition, to the extent the Services are professional services, PREPA will withhold at source a special tax equal to one point five percent (1.5%) of the portion of the payment to a Contractor that is attributable to professional services rendered under this Agreement, pursuant to Act No. 48 of June 30, 2013, as amended, and Administrative Determination No. 13-14 ("AD No. 13-14") issued by the Puerto Rico Treasury Department (PRTD), unless otherwise excepted under Act No. 48-2013, AD No. 13-14 or any applicable pronouncement. The one-point five percent (1.5%) special tax applies regardless of whether the professional services are performed in or outside of Puerto Rico or by a supplier that is not engaged in trade or business in Puerto Rico as established by AD No. 13-14. Withholding requirements will be adjusted pursuant to any amendments to the PRIRC.

The Contractor represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state, territory and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

4. Representations and Warranties.

4.1 No Conflicts; Authority. The execution, delivery and performance by Contractor of this Agreement and any applicable Task Order, does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under, or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of, any agreement affecting Contractor's ability and power to perform hereunder. Contractor has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain the consent of any person or entity, or if required it has been obtained and documented.

4.2 Quality of Services. Contractor represents, warrants and covenants to PREPA that the Services performed hereunder shall (i) be of professional quality, consistent with generally accepted industry standards and expectations for work of a similar nature, (ii) comply with all specifications and any other written documentation agreed upon by the Parties and (iii) be performed in accordance with each Task Order. In the event the Services provided by Contractor breach the foregoing warranty, Contractor shall promptly reperform such Services in breach of said warranty, at no additional cost to PREPA or, failing such reperformance, refund to PREPA all amounts paid by PREPA for such Services.

5. Ownership of Intellectual Property. PREPA has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by PREPA, its employees or agents (other than Contractor) ("PREPA IP"), including without limitation PREPA IP developed and/or owned prior to the Effective Date and intellectual property developed by PREPA, its employees or agents during or after the Term independently of this Agreement.

Contractor shall not have or obtain any right, title or interest in or to any PREPA IP. The Services provided by Contractor hereunder shall be deemed "work made for hire" in PREPA's favor. Other than such "work made for hire" in PREPA's favor that may be hired under this Agreement, Contractor has, retains and will own all of the right, title and interest (including patents, copyrights, mask work rights, trade secrets and any other intellectual property rights) in and to its products and services, related data, documentation and information, including all upgrades, updates, modifications, development, revisions, changes, copies, translations, compilations, derivative works, improvements and successor products and services thereto developed by Contractor, its employees or agents prior to the Effective Date and intellectual property developed by Contractor, its employees or agents, during or after the Term, independently of the works made for hire for PREPA under this Agreement ("Contractor IP").

6. Confidential Information.

6.1 Confidential Information. Contractor acknowledges that during the Term of this Agreement, it may develop or be exposed to Confidential Information of PREPA or LUMA. Contractor agrees at all times during the Term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, corporation or other entity, without written authorization of PREPA, any Confidential Information. As used herein, "Confidential Information" means (i) with respect to LUMA: 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 Agreement) disclosed to Contractor or its personnel by or on behalf of LUMA or any of LUMA's affiliates, or learned by Contractor or its personnel during 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 LUMA or any of LUMA's affiliates, or confidential information of third parties to whom LUMA or any of LUMA'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 PREPA: 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 Agreement) disclosed to Contractor or its personnel by or on behalf of PREPA, 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 PREPA's privileged or confidential information pursuant to applicable Law.

6.2 Return of Confidential Information. Contractor shall retain Confidential Information related to a Task Order only for so long as is necessary to provide the Services under such Task Order. Upon completion of such Services, Contractor shall turn over to PREPA (and will not keep in its possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by or otherwise belonging to PREPA or LUMA. All derivative materials, including notes, memoranda, analysis and other internal documents developed using or in connection with the Confidential Information, and copies thereof developed in connection with the Services shall be considered Confidential Information and subject to the obligations of this article.

7. Conflict of Interest. The Contractor certifies that:

A. none of its representatives under this Agreement are employed by or receive payment or compensation for such employment from any governmental Contractor, body, public corporation, or municipality of Puerto Rico;

B. no Puerto Rico government, PREPA or LUMA employee has any personal or economic interest in this Agreement;

C. it may have service contracts with other governmental agencies, bodies, public corporations, or municipalities of Puerto Rico, but such contracts do not constitute a conflict of interest for the Contractor, with PREPA or LUMA, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

D. at the time of execution of this Agreement, it does not have any other contractual relationship that could be deemed to constitute a conflict of interest for the Contractor, or otherwise bias the Contractor's judgement, in its performance of the Agreement;

E. it had no involvement in preparing the specifications or work statements contemplated under this Agreement;

F. it did not, prior to submitting a proposal, have access to another competitor's proprietary information that was obtained from a Puerto Rico government official, PREPA or LUMA without proper authorization; and

G. it did not, prior to submitting a proposal, have access to source selection information (i.e., information prepared for use by PREPA or LUMA for the purpose of evaluating a bids or proposals to enter into an agreement, if that information was not previously made available to the public or disclosed publicly) that is relevant to the Agreement but was not available to all competitors, and such information would assist that contractor in obtaining the contract.

(ii) The Contractor acknowledges that it has a duty of ethical behavior towards PREPA. Such duty includes that Contractor shall not have interests that conflict with PREPA's interests in this Agreement or the Services pursuant to this Agreement.

Those conflicting interests include the following (which are illustrative and not exhaustive):

A. the representation of clients which have, or may have, interests opposed to those of PREPA in relation to the Services (if applicable based on the type of Services by Contractor);

B. when Contractor's conduct is described as such in the canons of ethics that may be applicable to the Contractor and its personnel or in the laws or regulations applicable to Contractor and its personnel assigned to the Services;

C. when the Contractor, persons that control Contractor, or Contractor's employees, directors, or officers directly or indirectly, for themselves or any other third party, obtain, request, or give to PREPA or LUMA or an employee, officer, director, or agent of PREPA or LUMA, any profit, utility, advantage or gain by way of improper acts or exercise of undue influence.

(iii) The Contractor agrees to avoid even the appearance of a conflict of interest.

(iv) The Contractor shall have the continuous obligation to promptly disclose to PREPA if any relationship with third parties could represent a conflict of interest with PREPA in connection with the Agreement or the Services. In such case, and in the cases where PREPA or LUMA discovers the existence of such conflicting situation, the Contractor agrees that PREPA shall have the authority to determine, and inform the Contractor in writing, of PREPA's intention to terminate this Agreement within a thirty (30) day period of becoming aware of the conflicting situation. During said period, the Contractor may request a meeting with PREPA to present its position regarding the alleged conflict of interest, which meeting shall be promptly granted. In the event the Contractor does not request such a meeting during the aforementioned thirty (30) day period, or the controversy is not satisfactorily settled during the referenced meeting, PREPA shall make a determination to terminate the Agreement.

(v) In the event that persons that control the Contractor, or any Contractor employee, director, or officer violates the provisions of this Section 7 and such actions are not cured or by their nature cannot be cured, it shall constitute a breach of this Agreement.

8. Non-Solicitation. During the Term of this Agreement and for a period of two (2) years thereafter, Contractor shall not, either directly or indirectly, (a) solicit, induce, recruit or encourage any of PREPA's or LUMA's employees to terminate his or her relationship with PREPA or LUMA (as the case may be), nor (b) hire or take away (or attempt to hire or take away) any such employee, either for Contractor or for any other person or entity. As used herein, "employee" shall include any person that was an employee of PREPA or LUMA at any time during the six (6)-month period immediately prior to the date on which such solicitation or hiring takes place. The foregoing non-solicitation covenants shall not apply (1) to a party's public posting or notification of open positions, or (2) to a party's hiring of any employee or agent of the other party as a result of such public postings or notifications.

9. Non-Disparagement. Contractor shall not disparage PREPA or LUMA, or its services, products or other applications, or business.

10. Remedies for Breach.

10.1 Equitable Remedies. Contractor agrees that violation of the provisions of Section 6, Section 8 and/or Section 9 may cause immediate and irreparable harm to LUMA and/or PREPA for which money damages may not constitute an adequate remedy at law. Therefore, Contractor agrees that, in the event it breaches or threatens to breach said provisions or covenants, PREPA and LUMA (for itself and/or on behalf of PREPA) shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

10.2 Remedies for Breach. If any work performed by the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes, or laws, or otherwise breaches the Agreement, PREPA may, in its sole discretion:

(a) Elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

(b) Hire another contractor to perform the work and deduct any additional costs incurred by PREPA as a result of substituting the contractors from any amounts due to Contractor; or

(c) Pursue and obtain any and all legal or equitable remedies.

Nothing in this section shall be interpreted to limit PREPA's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

If PREPA finds that the Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes, or laws, or otherwise breaches the Agreement pursuant to this section 10.2, PREPA is required to follow the provisions outlined in Section 14 of this Agreement and notify the Contractor. This allows the Contractor the opportunity to rectify the issue before PREPA engages with a third party to complete the work. It is important to note that for this provision to take effect, as established in section 10.2, Contractor must have the opportunity to demonstrate that they complied with the requirements of the Agreement and or applicable laws in a Term not to exceed 60 days from the notification date.

10.3 Miscellaneous. Should it become necessary for PREPA and/or LUMA to file suit to enforce the covenants contained herein, PREPA and/or LUMA shall be entitled to recover, in addition to all other damages provided for herein, the costs incurred in prosecuting said suit, including reasonable attorneys' fees. In the event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections 6, Section 8 and/or Section 9 are so broad as to be unenforceable, then such provision shall be deemed to be reduced in scope or length, as the case may be, to the extent required to make such Sections enforceable. Contractor acknowledges and agrees that the provisions of Section 8 and/or Section 9 are reasonably designed to protect the valuable interests of PREPA and LUMA and are reasonable with respect to duration, geographical area and scope.

11. Relationship of the Parties.

11.1 Independent Contractor. Contractor agrees that this Agreement does not create an agent, representative or employer-employee relationship between the Contractor and PREPA or LUMA, and Contractor agrees not to hold itself out as an agent, representative or employee of PREPA or LUMA. Contractor also agrees that all services hereunder will be rendered by Contractor as an independent

contractor. Contractor does not and shall not have any right or authority whatsoever to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of PREPA or LUMA or to bind PREPA or LUMA in any manner. The Services contracted for hereunder and under any Task Order shall be on a non-exclusive basis, and PREPA shall be free to contract with one or more other persons for the performance of the same or similar services, or to perform such services directly.

11.2 Employee Benefits. Neither Contractor nor any persons designated by Contractor to perform the Services shall be eligible to participate in any employee benefit programs and the like of PREPA or LUMA. Accordingly, Contractor acknowledges that no state worker's compensation, unemployment compensation, or disability laws are intended to apply to the services provided by Contractor as an independent contractor, and Contractor acknowledges that it shall be responsible for, and comply with, all applicable federal, state and local income or payroll tax requirements.

12. Term and Termination; Suspension.

12.1 Term. Unless earlier terminated as set forth herein, the period during which the Parties may enter into a Task Orders under this Agreement shall commence on the Effective Date and shall continue for an initial period of **one (1) year** with two (2) possible extension of one (1) year each (the "Term"); provided that the Term may be extended by written amendment validly executed by the Parties. For the avoidance of doubt, no Task Order shall extend, or be issued, beyond the expiration or termination of this Agreement. No Task Order will survive the expiration date of this Agreement.

12.2 Termination for Convenience. This Agreement and any and all Task Orders may be terminated by PREPA at any time for any or no reason. PREPA may terminate this Agreement for its convenience immediately upon delivery of written notice to Contractor. Upon such termination, Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims. Contractor's sole right and remedy shall be to recover payment for any authorized work satisfactorily completed through the termination date. Contractor shall release all work produced under this Agreement to PREPA, including but not limited to all Confidential Information.

12.3 Termination for Cause by PREPA. PREPA, at its sole discretion, may immediately terminate this Agreement, or any part hereof, for cause in the event of any default by the Contractor, for any of the following reasons. In the event of a termination for cause, PREPA shall not be liable to the Contractor for any amounts of products, supplies, items or services not accepted, and the Contractor shall be liable to PREPA for any and all rights and remedies provided by law:

- (a) The Contractor fails to provide PREPA, upon request, with adequate assurance of future performance;
- (b) The Contractor's improper, misuse or inept performance of services under this Agreement;
- (c) The Contractor's failure to comply with the terms and provisions of this Agreement;
- (d) The Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete, and/or false in any way;
- (e) In PREPA's sole discretion, if termination is necessary to protect the health and safety of its customers, clients, or other contractors;

(f) If the Contractor becomes or is declared insolvent or bankrupts, or is the subject of any proceedings relating to its liquidation or insolvency or has a receiver or similar officer appointed for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(g) The Contractor's inability to perform under this Agreement due to judicial order, injunction, or any other court proceeding.

12.4 Termination for Cause by Contractor. Contractor, may immediately terminate this Agreement, or any part hereof, for cause in the event of any default by PREPA, for any of the following reasons:

- a) Failure to make timely payments;
- b) Failure to provide necessary resources or information necessary for the provision of the Services or Task Order(s);
- c) An action that significantly impedes the Contractor's ability to perform its obligations hereunder.
- d) Upon termination by the Contractor PREPA shall compensate the Contractor for all services rendered up to the termination date;

12.5 Effects of Termination for Convenience by PREPA: In the event of termination, Contractor shall release all work produced under this Agreement to PREPA, including but not limited to all Confidential Information. PREPA may finish the work by whatever method it or its agent may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoff due PREPA for its cost of completing the work and for reimbursement of damages incurred. If the expenses incurred by PREPA to finish the work exceeds the unpaid balance on this Agreement, the Contractor shall pay the difference to PREPA. If PREPA makes a determination to hold the Contractor in default and terminate the Agreement for cause and it is subsequently determined that PREPA's default determination was improper, unwarranted, or wrongful, then any termination shall be deemed for all purposes to be a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination and does expressly waive any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and other such losses or damages.

13. Cooperation. If PREPA terminates or suspends this Agreement or any Task Order, Contractor will assist PREPA in the orderly termination or suspension of the Services, including timely transfer of the Services to another provider designated by PREPA; provided, however, that PREPA will reimburse Contractor for the actual reasonable and agreed costs of rendering such assistance.

14. **Curative Period:** In the event of a default, the defaulting party shall have fifteen (15) days to remedy the breach upon receiving written notice from the non-defaulting party. If the breach is not cured within this period, the non-defaulting party may terminate the agreement without further notice. Insurance. Contractor, at its sole cost and expense, shall at all pertinent times during the Term of this Agreement possess the insurance coverages set forth in Exhibit E, and/or such other coverages as may be specified in any Task Order.

15. Indemnification; Limitations on Liability.

15.1 Indemnification by Contractor for Certain Claims. Contractor (in such capacity, the "Indemnifying Party") will defend PREPA and its clients, customers, affiliates, and their respective directors, officers, employees and agents (each, an "Indemnified Party"), from and against any threatened or actual third-party suit, proceeding, claim or demand of any nature against an Indemnified Party in which it is alleged that (a) any Services or materials provided pursuant to this Agreement by the Indemnifying Party infringes any patent, copyright, trade secret or other intellectual property right of a third party or (b) gross negligence or willful misconduct on the part of the Indemnifying Party or its employees or agents has resulted in bodily injury to any person or damage to any tangible property (each of (a) and (b), a "Third-Party Claim"). In addition, the Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any and all damages, costs and other amounts (including, without limitation, reasonable attorneys' fees) suffered or incurred by it in connection with (a) the adjudication or settlement of any Third-Party Claim, provided that the Indemnified Party gives the Indemnifying Party prompt notice of such action or proceeding, the Indemnifying Party has control over the defense or settlement of the claim or proceeding and the Indemnified Party cooperates with the Indemnifying Party in the defense of such claim or proceeding; or (b) any material breach by the Indemnifying Party of this Agreement or any Task Order. Limitations on Liability. IN NO EVENT SHALL PREPA BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER PREPA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PREPA'S AGGREGATE LIABILITY TO CONTRACTOR OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY PREPA TO CONTRACTOR UNDER THE TASK ORDER THAT GAVE RISE TO SUCH CLAIM. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 14.2 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. Dispute Resolution. If a dispute arises out of this Agreement or any Task Order, the Parties shall attempt to resolve the dispute first through direct discussion. If the dispute cannot be settled through direct discussion, then, except for the enforcement of remedies provided in Section 10, any such dispute shall be determined by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Such arbitration shall be conducted in San Juan, Puerto Rico in the English language. The judgment of the arbitrators shall be final and binding on the Parties, and judgment upon the award rendered by the arbitrators may be entered and enforced by any court of the United States or any state thereof having jurisdiction.

17. Miscellaneous.

17.1 OMA acknowledgement; Assignment. By executing this Agreement, 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 LUMA has agreed to provide certain services to PREPA and Administrator as more specifically set out therein. Pursuant to Section 11.2 of the OMA, Contractor acknowledges and agrees that all warranties and other rights related the T&D System (as defined in the OMA), including contracts such as this Agreement, 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 (as defined in the OMA) or upon early termination of the OMA. Contractor may not assign this Agreement without the prior written consent of PREPA.

17.2 Compliance with Applicable Law. Contractor represents, warrants and covenants as to the matters specified in Exhibit D – Government Contracting Requirements, which are requirements that PREPA is obliged by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).

17.3 Compliance with LUMA Policies. Contractor acknowledges and agrees that it shall abide by the LUMA Policies attached hereto as Exhibit E.

17.4 Third Party Beneficiaries. Except as set forth with respect to LUMA in this Agreement, the Parties do not confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

17.5 Use of Name. Contractor shall not use the name, logo, trademarks or trade names of PREPA or LUMA in any publicity releases, promotional material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, without obtaining PREPA's/LUMA's prior written consent, which consent shall be given at PREPA's/LUMA's sole discretion.

17.6 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by the internal laws of the Commonwealth of Puerto Rico without regard to its choice of law principles.

17.7 Notices. Any notice or other communication required or permitted by this Agreement shall be deemed to have been validly given if the same shall be mailed by registered, certified mail, postage prepaid, or electronic mail and addressed to the proper Party at the address provided below:

Puerto Rico Electric Power Authority
c/o LUMA Energy ServCo, LLC
1250 Avenida de la Constitución, 8th Floor
San Juan, PR 00907
Email: legal@lumapr.com

Lopito, Ileana & Howie, Inc.
Alexandra Caraballo
acaraballo@lih.com

17.8 Sales and Use Tax. Contractor hereby acknowledges that pursuant to Section 4030.08 of the Code, PREPA is exempt from the payment of sales and use tax imposed by the Code and, therefore, Contractor shall not charge any sales and use tax for the Services performed under this Agreement.

17.9 Entire Agreement; Amendment. This Agreement, together with each Task Order, sets forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or contemporaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Task Order may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. For the avoidance of doubt, a Task Order may not amend this Agreement.

17.10 Severability. Any portion or provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining portions or provisions of this Agreement or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

17.11 Waiver. Either Party's exercise or failure to exercise any right or remedy shall not preclude the exercise of that or any other right or remedy at any time. Failure by either Party to enforce its rights and remedies shall not constitute or be construed as a waiver or otherwise preclude such Party from enforcing the same, or other, rights and remedies in the future.

17.12 Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile or by Portable Document Format ("PDF") or other electronic means and each such original, facsimile copy, PDF, or other electronic document when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

17.13 Headings. Any headings preceding any of the Sections hereof are inserted solely for convenience of reference, shall not constitute a part of the Agreement, and shall not otherwise affect the meanings, content, effect or construction of this Agreement.

17.14 Time is of the Essence. Time is of the essences with respect to the performance of this Agreement and each subsequent Task Order or Change Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representative as of the Effective Date.

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

Lopito, Ileana & Howie, Inc.,
EIN:

Per: Frances J. Rodriguez Torres
Frances J. Rodriguez Torres (Apr 25, 2024 19:29 EDT)

Frances Rodríguez Torres
VP, Corporate Communications
Apr 25, 2024

Per: Alexandra Caraballo

Alexandra Caraballo
General Manager Apr 25, 2024

Per: Krista Dungey
Krista Dungey (Apr 28, 2024 18:49 MDT)

Krista Dungey
Finance Director CFO Apr 28, 2024

EXHIBIT A

PROPOSAL/ SCOPE OF WORK

The awarded proposal, filed by Contractor in response to LUMA's RFQ 285649 is hereby incorporated by reference, but only as to information submitted in accordance with LUMA's request as published. Notwithstanding the foregoing, only incorporated as it references the information complaint with LUMA's ask. Information not compliant with LUMA's request submitted will be considered voluntarily submitted and not necessarily made part of this statement.

1. SCOPE OF WORK REQUIREMENTS

Contractor will deliver comprehensive Creative Services such as photography, infographic/ animated visuals, storytelling/B-roll videos, and other Interactive/digital elements. The Contractor should not only create aesthetically pleasing visuals but also ensure these materials and strategies align seamlessly with LUMA's mission and vision developed for content, providing a cohesive and engaging narrative that resonates with our customers.

Contractor must provide Accounts Management Services to develop creative briefs, upon receipt of input document from LUMA, for each project that describe the strategy, specific goals, and message of each project.

Contractor is tasked with providing expert Media Buying and Ad Placement capabilities. This involves identifying target media channels, both digital and traditional, and maintaining a calendar for desired media reach and frequency. Contractor should demonstrate proficiency in negotiating pricing for cost-effective media placements, ensuring optimal visibility. A critical aspect is the seamless integration of creative elements across all chosen media channels, emphasizing the importance of a unified and consistent brand message.

Contractor will deliver Content Production, developing a content strategy that aligns precisely with our brand's messaging and identity. This involves the creation of various content types, including videos, images, and infographics, to effectively convey our mission and vision as a company, engage our customers and inform all stakeholders. To ensure a well-organized and efficient execution of creative services, Contractor is required to define a detailed timeline covering concept development, design, and finalization. This timeline should facilitate a smooth workflow and timely delivery of creative materials.

Contractor will be entrusted with the responsibility of outlining strategies for assessing the impact of creative materials on brand perception. This involves a thorough evaluation of audience response and feedback, utilizing both qualitative and quantitative measures.

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KD FJR

2. Purpose and Objectives: Provide services related to LUMA's strategic corporate communications needs as it pertains to creative services, media buying, ad placement, content production, and research.

a. Introduction: Upon commencement of the contract, the Vendor shall:

1. Deliver comprehensive Creative Services.
2. Provide Accounts Management Services.
3. Provide expert Media Buying and Ad Placement capabilities.
4. Expect to excel in Content Production.

3. LUMA's primary objectives are to Develop strategic corporate communications needs as it pertains to creative services, media buying, ad placement, content production, and research.

4. Roles & Responsibilities:

Out of Scope: Execution of LUMA's Mission and Vision Development: While Contractor is expected to align creative materials with LUMA's mission and vision, the actual development of these mission and vision statements is not within the scope of work.

LUMA would be responsible for providing this foundational guidance to the Contractor.

Initial Conceptualization of Creative Briefs: Contractor is tasked with developing creative briefs based on input documents from LUMA. However, the creation of the initial input documents or conceptualization of project ideas would be the responsibility of LUMA.

5. Overall Brand Strategy Development: While Contractor is responsible for aligning content with LUMA's brand messaging, the overarching development of LUMA's brand strategy (beyond the specific creative elements) is not part of the Contractor's scope. LUMA should provide a clear brand strategy for the Contractor to align with.
6. Final Approval of Creative Materials: Although the Contractor is responsible for developing creative materials, the final approval of these materials rests with LUMA. The Contractor's role is to revise and refine based on feedback, but ultimate approval remains with LUMA.
7. Implementation of Impact Assessment Strategies: While the Contractor is expected to outline strategies for assessing the impact of creative materials, the actual implementation of these strategies, including data collection and analysis, may require collaboration between LUMA and the Contractor.
8. Geographic Scope: These services will be developed by Contractor to impact all municipalities in Puerto Rico

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EXHIBIT B**FORM OF TASK ORDER**

WHEREAS, PUERTO RICO ELECTRIC POWER AUTHORITY, an instrumentality of the Government of the Commonwealth of Puerto Rico (**“PREPA”** or **“Owner”**), represented herein by its agent, **LUMA ENERGY SERVCO, LLC** (**“Operator”** or **“LUMA”**), and **Lopito, Ileana & Howie, Inc.**, Contractor (the **“Contractor”**) are Parties to the 103044 Advertising Agency Services dated as of Effective Date (**“Agreement”**), including all Exhibits and amendments to the Agreement; and

WHEREAS, PREPA has a need for Contractor to perform the Services described below (**“Services”**);

NOW, THEREFORE, PREPA hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Order becomes a part upon execution.

Task Order Number:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	PREPA shall pay Contractor for work performed in accordance with the rates and other compensation set forth in Exhibit [C] of the Agreement.
Not-to-Exceed Ceiling (Required for hourly work):	In no event shall Contractor's compensation under this Task Order exceed _____ Dollars (\$ _____) for services and _____ Dollars (\$ _____) for approved travel and related expenses. Contractor is at risk and must bear all costs and expenses that exceed this amount for work performed under this Task Order, without compensation or reimbursement by PREPA, unless PREPA and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit regular invoices to PREPA, via its agent LUMA, consistent with the terms of the Agreement.
Start Date:	Contractor will commence work as soon as possible within [*] of signing this Task Order, unless otherwise indicated here:
Estimated End Date:	The estimated duration of work or end date is as follows: Contractor may request and PREPA may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof must be in writing. Notwithstanding anything to the contrary in this Task Order or the Agreement, PREPA, in its sole discretion, can permit work be performed beyond the performance and/or deliverable dates indicated in each Task Order without asserting

	a breach or otherwise invoking applicable remedies against the Contractor.
--	--

Designated Representatives. The Parties designated their representatives for day-to-day communications and other issues in the Agreement. Those individuals will remain the Parties' Designated Representatives for this Task Order unless alternate representatives are designated below:

PREPA Designated Representative:

Name: _____

E-mail: _____

Phone: _____

Address: _____

Contractor Designated Representative:

Name: _____

E-mail: _____

Phone: _____

Address: _____

Additional Requirements:

Executed on the dates set forth below by the undersigned authorized representative of PREPA and Contractor to be effective upon signature by Contractor.

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

**Lopito, Ileana & Howie, Inc.,
EIN**

Per: _____
Jose Reyes
Chief Corporate Services

Per: _____
Alexandra Caraballo
General Manager

Per: _____
Krista Dungey
Finance Director CFO

EXHIBIT C**PROPOSAL: FEES AND REIMBURSABLE EXPENSES**

The awarded proposal, filed by Contractor in response to LUMA's RFQ 285649 is hereby incorporated by reference, but only as to information submitted in accordance with LUMA's request as published. Notwithstanding the foregoing, only incorporated as it references the information complaint with LUMA's ask. Information not compliant with LUMA's request submitted will be considered voluntarily submitted and not necessarily made part of this statement.

Billable fees: Fees payable under this agreement will be based on the following Billable rate Card, below billable rates per position per hour, are to be considered all-inclusive, in other words no overtime, no other fees will be payable to Contractor for its services.

Position Description	Billable rate per hour	Comments
Account Director	\$ 200.00	In addition to positions included in SOW
Account Executive	\$ 125.00	
General Creative Director	\$ 300.00	In addition to positions included in SOW
Associate Creative Director	\$ 175.00	
Copywriter	\$ 100.00	
Graphic Designer	\$ 125.00	
Media Director	\$ 175.00	In addition to positions included in SOW
Media Planner/Buyer	\$ 125.00	
Digital Marketing Specialist	\$ 100.00	
Production Manager	\$ 150.00	
Accounting and Finance	\$ 115.00	
Research Analyst	\$ 125.00	
Project Manager	\$ 125.00	

Media Reimbursable expenses: Reimbursement for Media purchases will be as follows: Media Advertising is estimated at an average of \$510.00 (blended rate), per ad, estimated at 2,190 ads, for 365 days, 6 ads per day between 7:00 a.m. AST and 10:00p.m. AST. Media reimbursable expenses will be as follows:

1. Local TV:

- The average cost for a local TV spot is \$510
- This is considering a 30-second commercial length.
- This cost is gross including Contractor's fees.
- This is based on an equilibrated daypart split.
- This includes Wapa, Telemundo, and Teleonce.
- The share by channel is based on audience performance.
- Costs may vary depending on the period of the year when the campaign takes place.
- Contractor might be able to negotiate added value, which could reduce the average cost per spot.

2. Paid TV:

- The average cost for a paid TV spot is \$100.
- This is considering a 30-second commercial length.
- This cost is gross including Contractor's fees.
- Costs may vary depending on the period of the year when the campaign takes place.
- Contractor might be able to negotiate added values, which could reduce the average cost per spot substantially

3. Radio / Print / Out OH - costs are presented gross, including Contractor's fees.

The average cost for a national radio station is \$138.

- The average cost for a regional radio station is \$25.
- This is considering a 30-second commercial length.
- This cost is gross including Contractor's fees.

Costs might change depending on the daypart.

- We might be able to negotiate added values, which could reduce the average cost per spot.
- The average cost of a full-page, full-color ad is \$2,750.
- This could vary depending on the newspaper.
- Costs might vary depending on the day of insertion and the section.
- • Costs might be lower depending on the total number of insertions in a year.
- The average cost of a 14x48 billboard is \$1,500.
- This could vary depending on the location of the unit and the supplier.
- • Costs might be lower depending on the total number of units.

4. Digital: Including optimization and reporting process, cost of buys and contractors fees will be presented at gross value.

The average Cost per Impression is \$6

The average Cost per View is \$0.05

The average Cost per Click (search) is \$0.50

The average Cost per Click (native ads) is \$0.45

All platforms have different buying models, this considers an average cost based on our experience.

Some factor that might impact the costs are:

- Seasonality
- Targeting options
- Ad performance
- Platform and format
- Ad placement
- Geographic factors

5. Digital Web Services Rate Card

Service	Rates
Chief Digital Officer	\$250 per hour
Data Analyst & SEO Strategist	\$200 per hour
Senior Developer	\$200 per hour
Developer	\$150 per hour
Jr Developer	\$125 per hour
Web Executive & Project Manager	\$125 per hour

EXHIBIT D

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 Puerto Rico Internal Revenue Code of 2011, as amended), 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 or sales and use 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 certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.
3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by 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.
4. 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.
5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.
6. Contractor shall have delivered to PREPA 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 of Puerto Rico;
 - 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. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;
 - vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;
 - vii. 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;
 - viii. 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;
 - ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and
 - x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.
- (c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 6(b).
6. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:
- (a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together "Contractor Group Members" and each a "Contractor Group Member") shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.
 - (b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member 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 PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

- (c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;
- (d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement 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 or Contractor 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 Agreement other than that which is expressly set forth in this Agreement;
- (g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;
- (h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them 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;
- (i) 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 it with respect to the T&D System; and
- (j) In delivering the goods or services, Contractor shall:
 - i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;
 - ii. to the extent that the goods or 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, as amended ("Act 173"), comply with Act No. 173; and

- iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or 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.** Contractor expressly agrees that the conditions outlined throughout this Exhibit B are essential requirements to contract with PREPA. 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 PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.

8. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") 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 No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 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 No. 8-2017.

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.

Attachment 1
Form of Sworn Statement

SWORN STATEMENT

ACT 2-2018

_____, I, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That _____ hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor 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 Contractor's agreement with the Puerto Rico Electric Power Authority 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 _____, this ____ day of _____, 20____.

By:
Name:
Title:

Affidavit No. _____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ____ day of _____, 20____.

EXHIBIT E

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain in full force and effect during the life of this Master Services Agreement and until the end of the warranty period as provided herein, policies of insurance covering all operations engaged in by the Master Services Agreement as follows:

(i) Commonwealth of Puerto Rico Workmen's Compensation Insurance:

The Contractor shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any, or shall certify that such Subcontractors, agents, and invitees have obtained said policies on their own behalf.

The Contractor shall furnish a certificate from the Puerto Rico's State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance and including the Master Services Agreement Number, in accordance with this Master Services Agreement.

(ii) Employer's Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least \$1,000,000 for each employee and at least \$1,000,000 for each accident covering against the liability imposed by law upon the Contractor as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico (extraterritorial coverage).

(iii) Commercial General Liability Insurance:

The Contractor shall provide Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate. The Contractor agrees to require all its Subcontractors, if any, to procure and maintain similar coverage. **This limit can be met by a combination of primary commercial general liability policy and follow-form excess/umbrella liability policy.** The deductible for such insurance shall be no more than twenty-five thousand dollars (\$25,000.00) and the policy shall by its wording, or by endorsement include, but not be limited to the following:

(A) "cross liability" and "severability of interest" clause which shall have the effect of insuring each person, firm, or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (B) broad form property damage;
- (C) blanket contractual liability;
- (D) products and completed operations liability [for a period not less than twenty four (24) months from the date of Master Services Agreement completion].

(iv) Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all owned, leased, or scheduled autos, non-owned, and hired autos (including trailers). **This limit can be met by a combination of primary commercial automobile liability policy and excess/umbrella liability policy.** The Contractor agrees to require all its Subcontractors to procure and maintain similar coverage. The deductible for such insurance shall be no more than twenty-five thousand dollars (\$25,000.00).

(v) Professional (Errors & Omissions) Liability Insurance:

The Contractor shall provide Professional Liability Insurance with limits of at least \$2,000,000 per claim and at least \$2,000,000 aggregate. The deductible for such insurance shall be no more than one hundred thousand dollars (\$100,000). This insurance shall cover all professionals and consultants involved in the services under this Master Services Agreement. Coverage shall include an "extended reporting period of three (3) years" endorsement that extends the coverage to include claims reported after Project Completion. The extended reporting period shall be commensurate with the Warranty Period.

Requirements Under the Policies:

The Commercial General Liability, Commercial Automobile Liability and, if applicable, Pollution Liability insurance policies required under this Master Services Agreement shall be endorsed to include:

a. As Additional Insured:

LUMA Energy Servco LLC. / Puerto Rico Electric Power Authority (PREPA)
Risk Management Office
PO Box 364267
San Juan, PR 00936-4267

- b. A 30 days' cancellation or nonrenewable notice to be sent to the above address.
- c. An endorsement including this Master Services Agreement under contractual liability coverage and identifying it by number, date, and parties to the Master Services Agreement.

d. Waiver of Subrogation in favor of LUMA Energy Servco, LLC. /Puerto Rico Electric Power Authority.

e. Breach of Warranties or Conditions:

“The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice LUMA Energy Servco, LLC. / PREPA’s rights under this policy.”

The inclusion of a “Separation of Insureds” clause may be submitted as an alternative.

The Professional (Errors & Omissions) Liability insurance policy shall be endorsed to include:

a. A 30 days’ cancellation or nonrenewable notice to be sent to the above address.

General Provisions for Insurance to be Provided by Contractor

With respect to the policies of insurance procured by Contractor hereunder:

- (i) Contractor and its Subcontractors will furnish Owner with certificates of insurance for inspection by authorized representatives of Owner within thirty (30) Business Days of Master Services Agreement execution and immediately upon renewal of any insurance policy. All required policies of insurance shall be in a form acceptable to LUMA and shall be issued only by insurance companies authorized to do business in Puerto Rico. The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. If Owner requests, Contractor and its Subcontractors will also furnish Owner with policies of insurance for inspection by authorized representatives of Owner. The furnishing of insurance by Contractor or its Subcontractors does not limit any of the other obligations or Liabilities of Contractor under the Master Services Agreement. The bankruptcy or insolvency of any insurance company or the failure of any insurance company to pay any claim under an insurance policy will not be construed as a waiver or release of Contractor's obligations or Liabilities under the Master Services Agreement;
- (ii) Contractor shall provide a Certificate from the Puerto Rico’s State Insurance Fund that includes this Master Services Agreement identified by its number before performing any work pertinent to this Master Services Agreement.
- (iii) If Contractor fails to provide to Owner satisfactory evidence of Contractor's Insurance upon request or, if after providing such evidence, the policy lapses, is cancelled, or is reduced in coverage and or below total limits required in this Master Services Agreement, then in each such case, Owner may without restricting any of its other rights and remedies arising from such failure, whether under this Master Services Agreement or pursuant to any Laws, procure and maintain such insurance in the name of Contractor, the cost of which shall be

payable by Contractor to Owner on demand, and Owner may, at its option, deduct such cost as off-set from any monies which are due or may become due to Contractor.

- (iv) Contractor shall ensure that all Subcontractors engaged in the Services shall procure insurance in accordance with standard industry practice. Before permitting any Subcontractors to perform any Services, Contractor shall obtain a certificate of insurance from each Subcontractor evidencing such insurance. If any subcontract employees are principally employed in a jurisdiction other than Puerto Rico, but working on the Project, their workers' compensation and employer's liability policy shall be extended to include extra-territorial coverage. Notwithstanding the generality of the foregoing, Contractor shall ensure that all of its Subcontractors have and continuously maintain effective workers' compensation or equivalent insurance in any jurisdiction in which its Subcontractors perform any Services, and specifically in respect of any Services performed at the Site;
- (v) Owner, its Affiliates, and their respective personnel, Subcontractors, all Other Project Participants and all other parties having a contractual right to insurance coverage, shall receive a waiver of subrogation and be named as "additional insureds" on all Contractor's and Subcontractors' insurance policies, except where prohibited by law.
- (vi) All insurance policies shall be placed with insurers having an assigned rating of not less than A VIII by A.M. Best or equivalent, licensed in the Commonwealth of Puerto Rico, and in a form reasonably acceptable to Owner. Each such policy shall provide that it cannot be cancelled without at least ninety (90) Business Days' written notice to Owner and Contractor will give Owner at least thirty (30) Business Days' prior written notice of any reduction in coverage. The approval of any such policy by Owner shall in no way relieve Contractor of its obligations to provide the insurance required herein;
- (vii) All insurance policies will make provision for world-wide territory, Liabilities and suits;
- (viii) Insurance proceeds as they relate to damage or loss to physical assets, shall be available to Owner to the extent required for the timely repair or replacement of such damages or loss;
- (ix) Owner shall be entitled to fully participate with Contractor in the processing of any insurance claim relating to the Project;
- (x) Contractor shall use all diligence to ensure that all insurance arranged under this Master Services Agreement shall not be invalidated. Contractor shall, at all times, comply with and abide by, and will ensure Subcontractors comply with and abide by, the terms, conditions, and requirements of the policies;
- (xi) All insurance policies provided by Contractor shall be considered primary and shall not bring into contribution any other valid and collectible insurance;
- (xii) All insurance policies will be consistent to what is typically obtained for work and projects similar in nature, size and scope of the Services and the Project;

- (xiii) Contractor shall be responsible and liable, in each claim or occurrence for all deductibles and retentions under the policies; and
- (xiv) LUMA / PREPA reserves the right to require other insurance as it may seem necessary during this Master Services Agreement.

For clarity, the Maximum Liability Limit shall in no way limit Owner's right to recover pursuant to the required insurances, and such insurance proceeds shall not be included in calculating the Maximum Liability Limit.

EXHIBIT F
LUMA POLICIES

Dear suppliers:

I hope this message finds you well. I am pleased to address you as LUMA President and Chief Executive Officer. First, I want to express my gratitude for your support of our mission: to transform and modernize Puerto Rico's electric grid. I am committed to leading this company transparently, aligned with applicable laws and regulations, as well as with our own ethical standards.

We handle federal funds and other funds that belong to the people of Puerto Rico. As business partners, we expect our suppliers to behave ethically and transparently. There is a Contractor Code of Conduct for companies that work with LUMA, which you must abide by. Compliance not only helps us both avoid risks and legal penalties, but also allows us to build a solid reputation and foster trust with you and with the people of Puerto Rico. Here are some important reminders.

Respect for the purchasing process

To participate in LUMA's purchasing processes your company must be registered as a supplier. The requirements for registration can be found on the Suppliers section of our website at: <https://lumapr.com/suppliers/lumas-vendors-registry-requirements/?lang=en>. The supplier selection process must be completely finished, including the signing of the contract, before we are able to receive any goods or services.

No employee is authorized to provide a supplier with confidential information that gives it a competitive advantage in a procurement process. It is also strictly forbidden for any employee to receive benefits in exchange for awarding contracts or favoring a supplier. To make processes transparent, we also ask suppliers to refrain from trying to influence the purchasing process or from trying to obtain information that gives them an advantage.

In addition, employees are prohibited from sharing supplier's proposals or quotes with other suppliers. Therefore, please do not ask our employees for other suppliers' proposals or quotes.

Gifts from suppliers

When working with public funds, perception is as important as reality. A third party may misinterpret frequent lunches or dinners as a way to try to influence our employees, so please avoid extending these invitations.

If you receive any requests for gifts or benefits from any LUMA employee, please feel free to contact me directly, or, contact us anonymously, through the LUMA Ethics Helpline at: <http://lumaethicshelpline.com/>.

I appreciate your dedication and continued contribution.

Cordially,
Juan Saca
President and Chief Executive Officer

OPERATOR (“LUMA”) POLICIES

LUMA VENDOR CODE OF CONDUCT: SHARING OUR VALUES

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.

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:

Your LUMA Supply Chain Representative LUMA Leadership LUMA's Director of Compliance LUMA's Ethics Helpline

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, or e-mail compliance@lumapr.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.

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 Contractor 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 Contractor ("FEMA")C

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.

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

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.

2024-L00503A

FIRST AMENDMENT TO

MSA No. 103044

This First Amendment to Master Services Agreement (the “**Amendment**”) is made and entered into as of the last date on the signatures set forth below, on the signature section (the “**Effective Date**”) by and between **Lopito, Ileana and Howie, Inc.**, a domestic corporation organized under the laws of Puerto Rico registered under the number 27669 at the State Department of Puerto Rico Registry for Legal Entities (“**Contractor**”) and **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico (“**Owner**” or “**PREPA**”) and represented herein by its agent, **LUMA ENERGY SERVCO, LLC**, a Puerto Rico limited liability company (“**Operator**” or “**LUMA**”). Contractor and PREPA are collectively referred to herein as the “**Parties**,” and individually as a “**Party**”.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement, as defined below.

WHEREAS, the Parties entered into that certain Master Services Agreement dated as of April 28, 2024 (the “**Agreement**”);

WHEREAS, an incorrect Contract Ceiling was inadvertently stated and should be corrected;

WHEREAS, the Parties agree that it is in their best interest to amend the Agreement to correct the issued highlighted herein above.

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended (“**Act 83**”), has the authority to engage professional services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority (“**Administrator**”), under the Operation and Maintenance Agreement dated as of June 22, 2020, as may be amended from time to time and 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 LUMA provides certain services to Owner and Administrator as more specifically set out therein;

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Required Consents.** The Parties acknowledge that they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the Amendment as contemplated by this Amendment, all of which shall be in full force and effect as of the date hereof.
2. **Amendments.**

- a. The Contract is hereby amended to correct Contract Ceiling by subtracting \$4,000.00 from the amount erroneously stated in the original contract. Therefore, the correct Contract Ceiling should be \$2,474,880.00.
3. Contractor will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consulting services for the agencies and governmental entities of the Commonwealth of Puerto Rico.
4. Contractor represents, warrants and covenants as to the matters specified in **Annex A**, to the extent applicable to Contractor's provision of services and/or goods, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).
5. **Contractor Certifications.** Contractor hereby makes the following representations as of the date hereof:
 - i. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Service Provider further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.
 - ii. The required debt certifications have been delivered in accordance with **Annex A**.
 - iii. Any and all necessary waivers have been obtained from any government entity and that said waivers shall become part of the contracting file.
 - iv. Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions.
 - v. Contractor shall have delivered to PREPA prior to, or shall deliver on, the date of this Amendment all certifications and/or sworn statements required by **Annex A**.
6. **Office of the Comptroller.** **Payment for Services rendered under the Agreement as amended by this Amendment will not be made until this Amendment is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**
7. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
8. **Counterparts and Electronic Signature.** This Amendment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same

agreement. The Parties agree that this Amendment may be executed by electronic signature, and that such signatures shall be deemed equally valid and binding as wet ink signatures.

9. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.
10. Governing Law. This Amendment shall be governed and construed under the laws of the Commonwealth of Puerto Rico, without regard to conflicts of law provisions.
11. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment as of the date of the last signature below.

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

LOPITO, ILEANA & HOWIE, INC.,
EIN

By: Frances J. Rodriguez Torres
Frances J. Rodriguez Torres (May 17, 2024 18:24 EDT)
Frances J. Rodríguez Torres
V.P., Corporate Communications

Per: Alexandra Caraballo
Alexandra Caraballo
General Manager

Date: May 17, 2024

Date: May 7, 2024

By: Krista Dungey
Krista Dungey (May 20, 2024 10:28 EDT)
Krista Dungey
Finance Director

Date: May 20, 2024

ANNEX A

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 Puerto Rico Internal Revenue Code of 2011, as amended), 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 or sales and use 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 certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.
3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by 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.
4. 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.
5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.
6. Contractor shall have delivered to PREPA 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 of Puerto Rico;
 - 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. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;
 - vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;
 - vii. 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;
 - viii. 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;
 - ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and
 - x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.
- (c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 5(b).

7. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

- (a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together “Contractor Group Members” and each a “Contractor Group Member”) shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.
- (b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member 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 PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

- (c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;
- (d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement 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 or Contractor 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 Agreement other than that which is expressly set forth in this Agreement;
- (g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;
- (h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them 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;
- (i) 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 it with respect to the T&D System; and
- (j) In delivering the goods or services, Contractor shall:
 - i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;
 - ii. to the extent that the goods or 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, as amended ("Act 173"), comply with Act No. 173; and
 - iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or 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.

8. **Consequences of Non-Compliance.** Contractor expressly agrees that the conditions outlined throughout this Exhibit B are essential requirements to contract with PREPA. 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 PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.
9. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") 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 No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 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 No. 8-2017.

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

10. 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 PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These goods or services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

PREPA certifies that, to the extent applicable, the Agreement 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, PREPA certifies that, also to the extent applicable, 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, _____, of legal age, single/married, _____ and resident of _____, hereby solemnly swear:

- That my personal status is the one stated above.
- That I hold the position of _____ of _____ (hereinafter referred to as the "Contractor") organized as a _____ under the laws of _____ [with the Federal Identification No.] _____.
- That I am authorized to represent the Contractor and all of its partners and members (if applicable) for purposes of this affidavit.
- That neither the Contractor 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 Contractor's agreement with the Puerto Rico Electric Power Authority 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 _____, this ____ day of _____, 20 ____.

By: _____

Name:

Title:

Affidavit No. _____

Sworn and subscribed before me by _____, of the personal circumstances stated above, in his/her capacity as _____ of _____; who is personally known to me or whom I have identified pursuant the following form of identification: _____, this ____ day of _____, 20 ____.

2024-L00503B

SECOND AMENDMENT TO

MSA No. 103044

This Second Amendment to Master Services Agreement (the "**Amendment**") is made and entered into as of the last date on the signatures set forth below, on the signature section (the "**Effective Date**") by and between **Lopito, Ileana and Howie, Inc.**, a domestic corporation organized under the laws of Puerto Rico registered under the number 27669 at the State Department of Puerto Rico Registry for Legal Entities ("**Contractor**") and **PUERTO RICO ELECTRIC POWER AUTHORITY**, an instrumentality of the Government of the Commonwealth of Puerto Rico ("**Owner**" or "**PREPA**") and represented herein by its agent, **LUMA ENERGY SERVCO, LLC**, a Puerto Rico limited liability company ("**Operator**" or "**LUMA**"). Contractor and PREPA are collectively referred to herein as the "**Parties**," and individually as a "**Party**".

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement, as defined below.

WHEREAS, the Parties entered into that certain Master Services Agreement, which was registered in the Office of the Comptroller of Puerto Rico under number 2024-L00503, dated as of April 28, 2024 (the "**Agreement**");

WHEREAS, the Agreement as amended by the First Amendment, had corrected an error in the Contract Ceiling that was inadvertently stated in the Agreement;

WHEREAS, the Parties agree that it is in their best interest to amend the Agreement to extend the Term of the Agreement, to increase the Contract Ceiling and to update the budget account number.

WHEREAS, PREPA, by virtue of its enabling act, Act Number 83 of May 2, 1941, as amended ("Act 83"), has the authority to engage professional services and such other services necessary and convenient to pursue the activities, programs, and operations of PREPA;

WHEREAS, LUMA was retained by PREPA and the Puerto Rico Public-Private Partnerships Authority ("**Administrator**"), under the Operation and Maintenance Agreement dated as of June 22, 2020, as may be amended from time to time and 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 LUMA provides certain services to Owner and Administrator as more specifically set out therein;

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Required Consents.** The Parties acknowledge that they have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the Amendment as contemplated by this Amendment, all of which shall be in full force and effect as of the date hereof.
2. **Amendments.**

a. The Agreement is hereby amended to:

- i. Extend the Term of the Agreement for an additional one (1) year, as provided by section 12.1.
- ii. Increase the Contract Ceiling, stated in section 3. *Compensation*, by TWO MILLION ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FIVE (\$2,144,795.00), from TWO MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY (\$2,474,880.00), for the amended Agreement total of FOUR MILLION SIX HUNDRED NINETEEN THOUSAND SIX HUNDRED SEVENTY-FIVE (\$4,619,675.00).

iii. Replace section 3.3(c) of the Agreement with the following:

3.3 Invoices

(a) [. . .]

(b) [. . .]

(c) The charges for the Services incurred, performed and accepted under this Master Services Agreement shall be recorded on the following account: 737900 LUM00921.

- iv. Develop strategic and special communication projects that may include collaboration with production houses and other third parties and other external cost incurred in the production of material in accordance with sections 2 and 3 of the Exhibit "A"-Proposal/Scope of Work, as requested in the Form of Task Order included in the Exhibit "B".
- v. Incorporate additional billable rates to the Exhibit "C"-Proposal: Fees and Reimbursable Expenses, as set forth here below for the strategic and special communication projects:

Position Description	Quantity & Units	Billable Rate Per Hour
Community Engagement Director	1,920 Hrs.	\$150.00
Community Engagement Executive	1,920 Hrs.	\$125.00
Video Editor	1,920 Hrs.	\$200.00
Audio Producer	1,920 Hrs.	\$150.00

3. All other terms and conditions of the Agreement, including any amendments thereto, not mentioned in this Amendment remains unchanged.
4. Contractor will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Act

237-2004, as amended, which establishes uniform contracting requirements for professional and consulting services for the agencies and governmental entities of the Commonwealth of Puerto Rico.

5. Contractor represents, warrants and covenants as to the matters specified in Annex A, to the extent applicable to Contractor's provision of services and/or goods, which are requirements that PREPA is obligated by Puerto Rico law and the OMA to obtain from its Contractors (as defined in the OMA).
6. Contractor Certifications. Contractor hereby makes the following representations as of the date hereof:
 - i. Contractor certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Service Provider further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.
 - ii. The required debt certifications have been delivered in accordance with Annex A.
 - iii. Any and all necessary waivers have been obtained from any government entity and that said waivers shall become part of the contracting file.
 - iv. Contractor acknowledges and accepts that its members and owners understand the rules of ethics applicable to their profession and assume responsibility for their own actions.
 - v. Contractor shall have delivered to PREPA prior to, or shall deliver on, the date of this Amendment all certifications and/or sworn statements required by Annex A.
7. Office of the Comptroller. **Payment for Services rendered under the Agreement as amended by this Amendment will not be made until this Amendment is properly registered in the Office of the Comptroller of the Commonwealth of Puerto Rico pursuant to Law No. 18 of October 30, 1975, as amended.**
8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.
9. Counterparts and Electronic Signature. This Amendment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The Parties agree that this Amendment may be executed by electronic signature, and that such signatures shall be deemed equally valid and binding as wet ink signatures.
10. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.
11. Governing Law. This Amendment shall be governed and construed under the laws of the Commonwealth of Puerto Rico, without regard to conflicts of law provisions.

A CV


Jessica Laird

KD

12. Severability. In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

A CV


Jessica Laird

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto execute this Second Amendment as of the date of the last signature set forth below.

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

LOPITO, ILEANA & HOWIE, INC.,

By: *Jessica Laird*
Jessica Laird
Senior Vice President of Customer
Experience

Date: Feb 17, 2025

Per: *Alexa Caraballo*
Alexandra Caraballo
General Manager

Date: Feb 17, 2025

EIN:66-0310970

By: *Krista Dungey*
Krista Dungey (Feb 17, 2025 16:53 AST)
Krista Dungey
Acting Chief Financial Officer, as per
Delegation of Authority dated on
February 10th, 2025.

Date: Feb 17, 2025

ANNEX A

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 Puerto Rico Internal Revenue Code of 2011, as amended), 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 or sales and use 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 certifies and guarantees that it has filed all the necessary and required income tax returns to the Commonwealth of Puerto Rico for the last five (5) years. Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Commonwealth of Puerto Rico.
3. Contractor hereby certifies that it is in compliance with any applicable obligation it may have with the Puerto Rico Child Support Administration (*Administración de Sustento de Menores* (ASUME)). As evidence thereof, Contractor has delivered to PREPA a certification issued by 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.
4. 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.
5. Any and all necessary waivers regarding the Agreement have been obtained from any government entity and said waivers shall become part of the contracting file.
6. Contractor shall have delivered to PREPA 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 of Puerto Rico;
- 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. a certification issued by the Puerto Rico Treasury Department indicating that Contractor and its members and partners, if applicable, do not owe Puerto Rico income taxes to the Commonwealth;
- vi. a Puerto Rico Income Tax Filing Certificate issued by the Puerto Rico Treasury Department reflecting that Contractor has filed its Puerto Rico Income Tax returns for the last five (5) tax years;
- vii. 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;
- viii. 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;
- ix. a certification issued by the Puerto Rico Labor Department reflecting that Contractor is in compliance with the withholdings required to be made by employers with respect to Unemployment and Disability Insurance; and
- x. a sworn statement, signed before a notary public, in the form attached hereto as **Attachment 1**.

- (c) Contractor may provide a RUP Certification in lieu of providing each individual certification listed in Section 5(b).

7. In providing the services, Contractor, covenants, represents and warrants to PREPA as follows:

- (a) Neither Contractor, its subsidiaries or affiliates, nor, when acting on behalf of Contractor or its subsidiaries or affiliates, any director or officer or employee of Contractor or its subsidiaries or its affiliates (together “Contractor Group Members” and each a “Contractor Group Member”) shall violate, conspire to violate, or aid and abet the violation of any Anti-Corruption Laws. No funds transferred by LUMA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, in violation of any Anti-Corruption Laws.
- (b) Neither Contractor nor any Contractor Group Member are Sanctioned Persons or are located, organized or resident in a Sanctioned Country. Neither Contractor nor any Contractor Group Member 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 PREPA to Contractor shall be transferred by Contractor or any Contractor Group Member, directly or indirectly, to a Sanctioned Person, a Person located, organized or resident in a Sanctioned Country, or in violation of Sanctions;

- (c) Contractor and Contractor Group Members shall maintain and implement policies, procedures and controls reasonably designed to ensure compliance by Contractor with the Anti-Corruption Laws and Sanctions;
- (d) Contractor shall promptly notify PREPA in writing if, to Contractor's knowledge, Contractor, or any Contractor Group Member, in connection with this Agreement 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 or Contractor 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 Agreement other than that which is expressly set forth in this Agreement;
- (g) Contractor shall inform PREPA if, at any time during the Term, there are any material Tax disputes with any Governmental Body of the Commonwealth;
- (h) Contractor shall inform PREPA if, at any time during the Term, it or any of its Contractor Group Members becomes aware that any of them 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;
- (i) 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 it with respect to the T&D System; and
- (j) In delivering the goods or services, Contractor shall:
 - i. to the extent that the goods or services are subject to rules of ethics of a profession, comply with any such applicable rules;
 - ii. to the extent that the goods or 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, as amended ("Act 173"), comply with Act No. 173; and
 - iii. as required by Article 11 of Act No. 14-2004, use commercially reasonable efforts to use, to the extent available and applicable to the goods or 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.

8. **Consequences of Non-Compliance.** Contractor expressly agrees that the conditions outlined throughout this Exhibit B are essential requirements to contract with PREPA. 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 PREPA to terminate the Agreement. PREPA shall also have the right to terminate the Agreement in the event of Contractor's negligence, dereliction of duties or breach of the Agreement, without limiting any other rights and remedies that PREPA may have as a result thereof, including, in the remedies available to it under Act No. 2-2018.
9. Contractor hereby certifies that it has not been convicted in any Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act 1-2012"), any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act 146-2012"), any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico ("Act 2-2018") 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 No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico- ("Act 8-2017").

PREPA shall have the right to terminate the Agreement in the event Contractor is convicted in Puerto Rico or United States Federal court of any of the crimes under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 2-2018 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 No. 8-2017.

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

10. 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 PREPA or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico. These goods or services will be performed under the same terms and conditions regarding hours of work (if applicable) and compensation set forth in the Agreement.

Termination Clause: To the extent required by Act No. 3-2017 and OE-2021-003, or other applicable law, order or circular letter, the office of the Chief of Staff shall have the authority to terminate this Agreement at any time; provided that in any such event Contractor shall be entitled to payment in full for the Services provided by it through the date of termination.

PREPA certifies that, to the extent applicable, the Agreement 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, PREPA certifies that, also to the extent applicable, 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.