

Annex II

General Conditions for Contracting Services

1) Application. Statements

1.1. The set of conditions detailed below constitutes the general conditions for contracting services (hereinafter, the "General Terms and Conditions for Contracting Services") of the purchase order (hereinafter, the "PO"), and, together with the remaining documents that comprise it, set the rights and obligations that shall be applicable to all Service contracts to be carried out between 360 Energy SA (hereinafter, "360 Energy") and/or any of its affiliated companies detailed below: 360 Energy Solar SA, 360 Energy Catamarca SA -as well as all those companies that may be registered in the future- (hereinafter, the "Affiliated Companies", and together with 360 Energy, indistinctly, the "Contracting Party"), and its suppliers (hereinafter the "Supplier" and in reference to the Contracting Party and the Supplier as a whole, the "Parties" or individually, the "Party").

1.2 These Services GTC make up the PO and/or the Contract and are binding for the Parties. The Services GTC prevail and replace any conditions of sale of the Supplier unless they are specifically incorporated into the special terms and conditions for contracting services (hereinafter the "STC") of the PO and/or the Contract.

1.3 For the purposes of resolving discrepancies between the different documents of the PO and/or the Contract, the priority order shall be as follows:

- (a) PO and/or Contract;
- b) STC;
- c) Services GTC;
- d) Request for proposals;
- e) Supplier Quote.

1.4 For 360 Energy and its Affiliated Companies, leading and being successful in business entails developing strong, long-term connections with our customers, suppliers, the market, and the community. This forces us to work on relationships based on transparency and fair agreements that shall allow 360 Energy and its Affiliated Companies to grow in a sustainable and long-term manner, in harmony with the universe of parties with whom we interact: clients, suppliers, contractors, the market, the community, and the state.

For this reason, 360 Energy and its Affiliated Companies require their contractors and the representatives and subcontractors of their Suppliers to comply with the Code of Conduct, part of their Integrity Plan, which is available on the 360 Energy website. (<https://www.360energy.com.ar/integridad>). Therefore, the Supplier's submission of any quote, offer, or letter of intent to 360 Energy and/or its Affiliated Companies implies the Supplier's knowledge, acceptance, and commitment to comply with the Code of Conduct.

2) Acceptance

2.1 The PO and the Services GTC shall be deemed accepted in all their terms if, within 48 hours of receipt by the Contractor, the Contractor (i) submits the manifestation of acceptance for procurement of goods; and/or (ii) commences the performance under the PO and/or Contract; and/or (iii) delivers any of the guarantees applicable thereto, whichever occurs first.

3) Specifications

3.1 The services to be provided shall comply with the specifications required by the Employer during the selection and contracting process, with the terms and conditions of this PO and with the Supplier's proposal or quotation. In the event of a discrepancy between this PO and the Supplier's proposal or quote, the former shall prevail.

3.2 If the Contracting Party and the Supplier have agreed on a specific contractual document (Contract, Letter of Offer, Terms and Conditions, etc.) for the services subject of the PO, in case of discrepancy, said contractual document shall prevail over the Purchase Order.

3.3 It is understood that the services object of the PO include all the materials, accessories and complementary works necessary for the performance of the services, even if they have not been expressly included in the proposal and other complementary documentation.

4) Prices

4.1 The prices stated in the PO and/or the Contract are fixed and immutable (the "Price(s)").

5) Delivery Time - Fines

5.1 The dates and delivery times detailed in the PO and/or the Contract cannot be extended by the Supplier, except due to Force Majeure, as provided for in Clause 10.

5.2 The occurrence of an event of Force Majeure shall entitle to an extension of the performance period, but the Parties expressly agree that such circumstance shall not entitle the Supplier to any increase in the Price and/or in the other expenses and costs related to the committed supply. Any other delay not directly attributable to the Contracting Party shall be considered attributable to the Supplier, even in the case of delays caused by third parties, since the Supplier shall be responsible for the coordination with third parties necessary to comply with the PO and/or the Contract.

5.3 Delay in performance and delivery shall occur automatically upon expiration of the performance period established in the PO and/or the Contract. In the event of unjustified delay or delay not accepted by the Contracting Party, the latter may, at its discretion, apply a penalty of three percent (3%) of the amount not complied with. The fine shall be applied for each week or fraction thereof greater than three (3) days of delay in the contracted delivery. This is without prejudice to the exclusive right to totally or partially terminate the PO and/or the Contract for unjustified delays, or when, at its sole discretion, the Contracting Party foresees the impossibility of compliance by the Supplier. Furthermore, should the fines applied reach the amount equivalent to twelve percent (12%) of the total amount of the PO and/or the Contract, the Contracting Party may terminate the PO and/or the Contract for the sole fault of the Supplier.

6) Subcontractors

6.1 In the event that the Supplier wishes to subcontract services from third parties in order to fulfill the provision of the PO and/or the Contract, it must request the prior written consent of the Contracting Party. In all cases, the Supplier shall maintain direct responsibility in all aspects.

6.2 The Contracting Party reserves the right to inspect and verify the subcontracted work. The exercise of this power by the Contracting Party shall not imply in any case the release of exclusive responsibility of the Supplier for the contracted service. Likewise, the Supplier must hold harmless and indemnify the Contracting Party, its shareholders, directors, managers and/or employees, as well as

the Affiliated Companies and/or companies in which the Contracting Party participates from any claim or liability in labor, social security, tax, contractual, extra-contractual and any other type of liability arising from the relationship between the Supplier and its subcontractors.

7) Assignment

7.1 The Supplier is prohibited from assigning or pledging the PO, as well as any claim arising therefrom, without the prior and express authorization of the Contracting Party.

8) Provisions Made by the Contracting Party

8.1 If the Contracting Party must deliver materials, goods and/or elements of its property to be used or integrated into the service entrusted to the Supplier, the latter shall be responsible for its inspection, control and surveillance. Likewise, the Supplier shall be responsible for their safekeeping and security, and shall replace them in their entirety and at its cost and expense to the Contracting Party, in case of loss and/or total and/or partial damage. Even in this case, the Supplier may not release itself from the timely performance of its work or services, nor from liability for the services it has actually rendered, by attributing defects or flaws to the material received from the Contracting Party.

8.2 The Supplier shall indemnify and hold harmless the Contracting Party, its shareholders, directors, managers and employees, as well as each subsidiary and/or company controlled by and/or in which the Contracting Party participates, from any claim and/or liability in contract, tort and of any other nature arising from the use made by the Supplier of the materials and/or goods made available by the Contracting Party.

9) Rejection of Services - Guarantee

9.1 Verification of any difference between the services performed by the Supplier with respect to the specifications detailed in the PO and/or the Contract shall grant the Contracting Party the right to reject them. This implies that the Contractor shall repeat the performance of the contracted services in accordance with the specifications set forth in the PO and/or the Contract, at no charge or cost to the Contracting Party, and shall also be liable for any delay incurred under the terms of item 5. Notwithstanding the foregoing, the Contracting Party may elect to terminate the PO and/or the Contract in whole or in part, without cost or penalty at its own expense. Likewise, the Contracting Party may choose to contract from a third party the provision not fulfilled by the Supplier, charging the latter for the Price difference that may arise. No advance payment made by the Contracting Party shall imply waiver of the aforementioned powers.

9.2 In the event that, within a period of one (1) year from the date of performance of the services by the Supplier, faults are detected as a consequence of the execution thereof, the Contractor shall perform the corrective services, to the full satisfaction of the Contracting Party, the latter being authorized to contract them from a third party at the Supplier's expense if the latter fails to comply with such obligation.

10) Force Majeure

10.1 Force Majeure shall be governed with respect to the PO and/or the Contract by the provisions of Article 1730 and concordant provisions of the Argentine Civil and Commercial Code, its doctrine and jurisprudence (hereinafter referred to as "Force Majeure").

10.2 None of the Parties shall be responsible for failure to comply with the obligations established in the PO and/or the Contract, when said failure is caused by causes of Force Majeure.

10.3 In the event of Force Majeure, the Party affected by such event shall be excused from performing its obligations during the persistence of such event. However, this suspension in the fulfillment of its obligations shall only apply if:

- (a) the affected Party, as soon as reasonably possible, but in no case later than ten (10) days after becoming aware of the fortuitous event or force majeure, notifies the other Party of such circumstance in writing, accompanied by documents evidencing the fortuitous event or force majeure, its influence on the delay in the scheduled delivery time and the measures taken to mitigate its consequences;
- (b) no breach by either Party required prior to the event of force majeure is excused as a result of the occurrence of the event of force majeure; and
- (c) the affected Party uses its best efforts to mitigate or limit damages to the other Party. In the event that the Parties are unable to agree on whether a particular event constitutes an Act of God or Force Majeure, the Contracting Party shall determine this at its sole discretion.

10.4 If the Force Majeure event has caused a delay in the delivery of the goods to the Contracting Party, the Supplier shall be entitled to an extension equivalent to the duration of the impact caused by the Force Majeure event if and only if the Force Majeure event and the extension of the duration of the Works have been previously expressly recognized by the Client.

10.5 Upon the occurrence of a Force Majeure event, the Supplier shall use its best efforts to continue to perform its obligations under the PO and/or the Contract to the extent reasonably possible. To this end, it shall notify the Contracting Party of the steps it proposes to take and/or suggests and/or offers to take. Alternatives may include any damage mitigation measures and any reasonable alternative means to comply.

10.6 In the event that the service has been suspended and/or delayed for more than 30 (thirty) days due to a force majeure, both Parties may terminate the PO and/or the Contract. In such case, the Supplier shall immediately cease work and shall do only what is necessary to preserve, protect and deliver the contracted services to the Contracting Party.

11) Suspension

11. 1 The Contracting Party may, at its sole discretion, suspend totally or partially the performance of the PO and/or the Contract, a situation that shall not generate any right of compensation to the Supplier, except for the reimbursement of the direct and unavoidable costs incurred, and only to the extent that they are properly credited and claimed within five (5) calendar days from the date of the end of the suspension period. Likewise, in the event of suspension, the Contracting Party and the Supplier shall agree on a new delivery period.

12) Billing

12.1 All invoices that the Supplier issues under the PO and/or the Contract must meet all the legal and/or regulatory requirements in force at the time of their issuance and be entered in the Contracting Party's supplier portal, which is <https://proveedores.360energy.com.ar/>, to move forward in the payment circuit (the "Supplier Portal"). Additionally, all invoices must include the PO number assigned by the Contracting Party. The invoices must contain the corresponding PO number, the SEM and be issued in the same currency as the PO. The failure to present in a satisfactory manner the invoice or the documentation that must

accompany it in accordance with the PO shall be cause for rejection of the invoice and, until all the documentation is completed, the payment period shall not begin to be computed.

13) Payment Term and Method

13.1 The invoices shall be paid by the Contracting Party within the period indicated in the PO. The Contracting Party shall not be obliged to pay any compensation or interest for any delay in payment after said period, unless this has been expressly established in the corresponding PO. The payment period shall begin to be counted from the date on which the invoice was published on the Supplier Portal, as long as it meets the conditions established in clause 12 above. The method of payment shall be, at the option of the Contracting Party, by bank transfer or not-to-bearer check, or whichever of these two means of payment is determined in the PO. If payment is made by bank transfer or electronic check, the transfer receipt shall serve as sufficient payment receipt and shall have cancellation effects. Payments made by check delivery shall be made at the Contractor's address located at Officia Pilar. R. Caamaño 1060 Panamericana, R. Pilar, Km 46. Work Building W301 (1631), Villa Rosa, Pilar, Buenos Aires Province, Argentina, from 9:30 a.m. to 5:30 p.m., with the Supplier being in charge of collecting the securities at said address and delivering the official receipt.

13.2 When the PO and/or the Contract establishes a currency other than the Argentine Peso, the Contracting Party shall make the payment in Pesos at the reference exchange rate of Communication "A" 3500 (Wholesale) published by the Central Bank of the Argentine Republic, (or the regulation that may succeed or modify it in time), such payment having full cancellation effect. If there are exchange differences between the invoice date and the date of actual payment thereof, the corresponding credit or debit notes must be sent for adjustment.

14) Withholding and Compensation Right

14.1 In the event of default by the Supplier of any obligation under the PO and/or the Contract, the Contracting Party may withhold payments due to the Supplier, both under the PO and/or Contract in dispute and any other debt owed by the Supplier to the Contracting Party. The withholding of such sums shall not accrue interest to the Contracting Party, nor shall the Supplier be entitled to claim any prejudice as a consequence of the withholding.

14.2 The amounts withheld and the charges and penalties that may be generated by the Supplier's noncompliance may be compensated from any amount that the Supplier is entitled to receive from the Contracting Party. All of the foregoing is without prejudice to any actions that the Contracting Party may initiate against the Supplier for further damages resulting from the Supplier's delay.

14.3 The Supplier waives any lien on the services that it may be entitled to under applicable law.

15) Compliance with Current Regulations. Adherence to Internal Policies

15.1 The Supplier shall at all times be obliged to comply with all national and/or provincial and/or municipal regulations in force, and those to be issued in the future, relating to its activity. This includes, without limitation, all environmental, administrative, labor, social security and tax regulations.

15.2 The Supplier shall be solely responsible for their observation and must hold the Contracting Party, its shareholders, directors, managers and employees, as well as the Affiliated Companies and/or those companies in which the Contracting Party participates, harmless from any claim made by third parties, including any

government authority, due to the violation and/or total or partial non-compliance with the aforementioned regulations.

15.3 The Supplier and its subcontractors, by simply accepting the PO and/or Contract, imply the knowledge, acceptance and commitment to comply with said Code of Conduct, part of its Integrity Plan, which is available on the 360 Energy website (<https://www.360energy.com.ar/integridad>), as well as the adherence to the safety program and environmental policy of the Contracting Party, also committing to comply with the guidelines and requirements established in the Contracting Party's contractor control management policy and the information and documentation provided for in the document "Supplier Control" and its Annexes I "Preventive Management" and II "Entrance Enablement" published in <https://www.360energy.com.ar/proveedores>.

16) Termination

16.1 In addition to the grounds for termination hereof for non-performance and/or default in the performance of the obligations under the PO and/or the Contract; and/or for rejection of the services rendered by the Supplier, the Contracting Party may terminate and/or cancel the PO and/or the Contract in whole or in part on the grounds detailed below:

- (a) in the event that the Supplier has fallen into a state of insolvency and/or an extra or pre-insolvency preventive agreement; and/or assigns a substantial part of its assets to its creditors; and/or requests its insolvency or bankruptcy; and/or is petitioned for bankruptcy by a third party; and/or
- (b) the Supplier breaches any of its obligations under this PO and/or the Contract.

16.2 Said termination may be total or partial. In all cases, the Contracting Party shall retain the sums to be received by the Supplier and shall deduct therefrom the amount of the fines and all damages suffered by the Supplier as a consequence of the termination. Likewise, the Contracting Party may cancel the PO and/or the Contract, unilaterally, at its sole discretion, and in whole or in part, without this generating in favor of the Supplier any right other than the collection of the sums pending payment by the Contracting Party for the services already rendered. Under no circumstances shall the Contracting Party be responsible for loss of profits or loss of opportunity of the Contractor.

17) Guarantees

17.1 If so provided in the PO and/or the Contract, and in such case, as a condition precedent to the issuance of payments to the Supplier of any nature whatsoever, the Supplier shall provide the following guarantees to the Contracting Party:

- (a) One (1) performance bond (hereinafter referred to as the "Performance Bond").
- (b) One (1) advance payment guarantee or payment on account bond (hereinafter, the "Advance Payment Guarantee" and together with the Performance Bond, the "Bonds"), which requires the delivery of a surety bond covering 100% of the advance payment granted.

17.2 The Guarantees must be issued by a bank or a first-line insurer to the satisfaction of the Contracting Party.

17.3 The Performance Bond shall be for an amount equivalent to twenty percent (20%) of the Price of the PO and/or the Contract or the amount established by agreement between the Parties, and shall be valid

for a period that shall extend, at least, from the date of receipt of the PO and/or the Contract until the date of full compliance with the object of the PO and/or the Contract.

17.4 The Advance Payment Guarantee shall be for an amount equivalent to the amount advanced or paid on account by the Supplier. If this guarantee is issued by an insurance company, it must be for the total amount before taxes, i.e. excluding VAT, must identify the PO number and be duly certified. The Advance Payment Guarantee shall be valid for a period extending at least from the date on which the advance payment or payment on account was made until the date of full performance of the PO.

18) Insurance

18.1 Notwithstanding its liability under the PO and/or the Contract, which shall not be limited by this clause, the Supplier and any subcontractor thereof undertake to contract and maintain in force at its own expense and on its own account at all times during the entire term of the PO and/or the Contract all insurance policies mandatory under the laws and normally in force and applicable to the respective subject matter with companies of recognized prestige and solvency.

19) Indemnity

19.1 The Supplier agrees to indemnify and hold harmless the Contracting Party, its controlling persons, controlled persons, jointly controlled, related and/or affiliated persons and their respective officers, directors, chief operating officers, managers or employees (any such person, hereinafter an "Indemnified Person"), permanently from and against all liabilities, obligations, losses, damages, judgments, suits, fines, costs, expenses or disbursements of any kind or nature whatsoever (including fees and disbursements to legal counsel), from all liabilities, obligations, losses, losses, damages, fines, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including fees and disbursements to legal counsel), claimed from or suffered by the Indemnifiable Person, in any way relating to or in connection with, (i) the execution and/or performance by the Supplier and/or any of its subcontractors of the PO and/or the Contract; and/or (ii) non-compliance by the Supplier and/or any of its subcontractors with the PO and current Goods GTC; and/or (iii) non-compliance or partial compliance by the Supplier and/or any of its subcontractors with the obligations established in the PO and/or the Contract and/or in the Goods GTC; and/or (iv) the falsehood, incorrectness or lack of precision of the representations and Guarantees granted by the Supplier under the PO and/or the Contract and these Goods GTC; and/or (v) the failure by the Supplier and/or any of its subcontractors to comply with any regulations established in the Applicable Legislation, unless the respective responsibilities, obligations, losses, damages, fines, actions, sentences, judgments, costs, expenses or disbursements originate from fraud or fault attributable to the Contracting Party declared as such by a firm and definitive judgment issued by a competent judge or court.

20) Confidentiality

20.1 Any type of information, verbal or written, that may be provided by the Contracting Party to the Supplier or vice versa, shall be understood to be the exclusive property of the one who has communicated or issued it to the other Party. Unless required by Applicable Law or Government Authority, neither Party may disclose, communicate or use, for any purpose, any information given by the other Party or any information it may acquire as a consequence of its capacity as part of the Offer, or the existence and content thereof, all of which is confidential. This clause shall not restrict the disclosure of information to subcontractors for the execution of the provision entrusted to them, subject to such subcontractors being bound by a similar obligation of confidentiality.

20.2 This confidentiality commitment shall remain in force for a period of five (5) years from the date of the PO.

21) Applicable Law and Jurisdiction

21.1 This PO and/or the Contract shall be governed by the laws of the Argentine Republic. Any disputes that arise in relation to the PO and/or the Contract shall be submitted to the exclusive jurisdiction of the ordinary courts with jurisdiction in the Autonomous City of Buenos Aires.