INTERNAL WORK REGULATIONS GRUPO ENERGIA BOGOTA S.A. ESP



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SCOPE OF APPLICATION

ARTICLE 1. These are the Work Regulations prescribed by **GRUPO ENERGIA BOGOTA S.A. ESP** (hereinafter, the Company), a company with main registered office in Bogotá, transformed into a joint stock Public Utilities Company by means of Public Deed number 0610 of Notary Twenty-eight (28) of the Bogotá Notary Circle, dated June 3, 1996, registered in the Chamber of Commerce of Bogotá on June 5, 1996, under number 544661, with mercantile license number 715,138 and Tax ID number 899.999.082-3. They contain the general rules that govern the relationships between the Company and its workers, both at the main offices located at Carrera 9 No. 73 – 44, in the city of Bogotá D.C., and in any branches, offices, alternate facilities or workplaces established in Colombia and any other that may be established in the future, as well as any that may arise from the adoption of new work organization models, in accordance with the bylaws and other regulations of the Company. These provisions shall be binding both for Company and all its workers.

These Regulations are incorporated by reference in all individual employment contracts that have been or will be signed with all the workers, except when otherwise provided, in which case they shall only be favorable for the worker, in the application of the current regulations of the Substantive Labor Code (hereinafter, SLC) and any concordant regulations.

The workers of the Company will be governed by the regulations of the SLC and any provisions that amend, supplement or add to them, pursuant to the provisions of Article 41 of Law 142/1994.

PARAGRAPH: These regulations apply exclusively to workers who have a direct employment contract with GRUPO ENERGIA BOGOTA S.A. ESP.

CHAPTER I CONDITIONS FOR ADMITTANCE

ARTICLE 2. Admittance requirements. Anyone who wishes to apply to a position at the Company must make a written request to be registered as an applicant, and must submit the following documents:

- 1. Citizen Identification Card or Identification Document, as the case may be.
- 2. Written authorization from the Ministry of Labor, or otherwise by the main local authority, at the request of his/her parents, or in their absence, of the Family Ombudsman, if the candidate is under the age of eighteen (18) years old.
- 3. Certificate of his/her latest employer, stating the time of service, the type of work performed, and the salary earned.
- 4. If the candidate is a foreigner, he/she must include the alien identification card, passport with ordinary visa, and permit from the competent authorities to work in the type of activity of the requested position.
- 5. Certificates of educational programs and/or their respective diplomas.

PARAGRAPH 1. In addition to the aforementioned documents, the employer may require any others it deems necessary for admission or non-admission of the candidate, as long as such requirements do not run against applicable regulations.

PARAGRAPH 2. In any case, the candidate must pass all the stages of the selection process established by the Company.

PARAGRAPH 3. The employment contract may be signed digitally or electronically by any or both parties, as long as all legal requirements are fulfilled.

PROBATION PERIOD

ARTICLE 3. Provisions. When entering an employment contract with an admitted candidate, the Company may agree to an initial probation period, whose purpose is to enable the Company to assess the worker's aptitude, and to enable the worker to assess the suitability of the work conditions (Article 76, SLC).

ARTICLE 4. The probation period must be defined in writing; otherwise, the services will be deemed to be governed by the general regulations of the employment contract (Article 77, SLC).

ARTICLE 5. Duration. The probation period must not be longer than two (2) months. In the case of fixed-term employment contracts with duration of less than one (1) year, the probation period shall not be longer than one-fifth (1/5) of the initially agreed term of the respective contract, but must not be longer than two (2) months. When successive employment contracts are entered into between the Company and a worker, no additional probation periods to the probation period of the first contract will be allowed (Article 7, Law 50/1990).

ARTICLE 6. Termination of the contract during the probation period. During the probation period, the contract may be unilaterally terminated at any time without prior notice; but if the worker continues to work for the Company after the probation period has expired, with express or tacit consent, this fact alone will cause the services rendered by the worker to be governed by the regulations of the employment contract since the start date of said probation period. During the probation period, workers shall enjoy all the benefits (Article 80, SLC).

ARTICLE 7. Evaluation. The assessment of the probation period shall be made in accordance with the performance evaluation system implemented by the Company.

CHAPTER II. INCIDENTAL OR TRANSITORY WORKERS

ARTICLE 8. Incidental or transitory workers. Incidental or transitory workers are those who perform short tasks that take less than one (1) month, and that are different from the Company's normal activities. In addition to their salaries, these workers are entitled to all mandatory benefits and to remunerated days of rest on Sundays and holidays (Article 6, SLC).

ARTICLE 9. Incidental or transitory workers must comply with the provisions set out in these Regulations, and in general with the policies and procedures established by the Company

CHAPTER III WORK HOURS AND WORK SHIFTS

ARTICLE 10. Ordinary work week. The Company shall have a work week of forty-two (42) hours per week, within which it may define or change work shifts according to the service needs and the performance of its own activities.

PARAGRAPH 1. As a general rule, the following shall be the shift start and end times:

- Monday through Thursday from 7:30 a.m. to 5:30 p.m., with one hour for lunch, which must be taken between 12:00 p.m. and 2:00 p.m.
- Fridays from 7:30 a.m. to 1:30 p.m., with no lunch break.

PARAGRAPH 2. The Company may establish other working hours or flexible hours, based on the needs of the operation and/or to provide conditions that enable a personal life-work balance, which must be communicated to workers in a timely manner.

PARAGRAPH 3. The Company and a worker may agree for the maximum weekly work hours to be distributed in flexible daily work hours over a maximum of six (6) days per week, with one (1) day of mandatory rest, which may be a Sunday. Consequently, the number of daily work hours may be distributed unevenly during a given week, with a minimum of four (4) and a maximum of nine (9) continuous work hours per day, which shall not be grounds for any surcharge for supplementary work as long as the number of work hours is not greater than the average of forty-two (42) hours per week, within the hours from 6:00 a.m. to 09:00 p.m. (Paragraph d, Article 161, SLC or any provision that amends or replaces it).

PARAGRAPH 4. Workers in positions of supervision and management with duties of confidentiality are excluded from the regulation on daily work hours (Article 162, SLC).

ARTICLE 11. Work by shifts. Whenever the needs of the business require it, successive or rotating work shifts may be established, to ensure the adequate and permanent provision of the service.

When the nature of the work does not require continuous activities and the work shifts system is implemented, the duration of the work week may be extended to more than forty-two (42) per week, as long as the average work hours calculated over a maximum period of three (3) weeks does not surpass forty-two (42) hours per week. Such extension shall not represent supplementary work or overtime. (Article 165, SLC or any provision that amends or replaces it).

The Company may adopt the provisions of Article 166 of the SLC or any provision that amends or replaces it, as grounds for performing work without interruption.

When working by shifts, work performed occasionally on Sundays and/or holidays (a maximum of two (2) per month) shall be remunerated in accordance with the provisions of Article 180 of the SLC, i.e., (i) with a surcharge of seventy-five percent (75%) over the ordinary wages in proportion to the hours worked when a compensatory day of rest is provided, or (ii) with a surcharge of one hundred seventy-five percent (175%) over the ordinary wages in proportion to the hours worked, when no compensatory day of rest is provided. Habitual work on Sundays and/or holidays (more than two (2) per month) shall be remunerated in accordance with the provisions of Article 181of the SLC, i.e., with a surcharge of seventy-five percent (75%) over the ordinary wages in proportion to the hours worked, and granting a compensatory day of rest.

PARAGRAPH. The Company has the power to organize new work shifts or change existing ones at any time, whenever the convenience or needs of the service require it.

ARTICLE 12. Special work shifts. The Company and the worker may agree on the organization of temporary or indefinite work shifts that enable the Company or any section thereof to operate without interruption every day of the week, as long as the respective shift is no longer than six (6) hours per day and thirty-six (36) hours per week. In this case, there will be no grounds for the surcharge for nighttime work or for work on Sundays or holidays, but the worker will earn the equivalent salary for an ordinary work week, always respecting the minimum legal wage or collective bargaining wages, and the worker will be entitled to a remunerated day of rest. (Paragraph c, Article 161, SLC or any provision that amends or replaces it).

ARTICLE 13. The work hours of each shift must be distributed at least in two sections, with an intermediate rest period that is adapted to the nature of the work and the workers' needs. This rest period is not counted as working hours. (Article 167, SLC).

CHAPTER IV OVERTIME AND NIGHT WORK

ARTICLE 14. Daytime and nighttime work. Daytime and nighttime work is defined as follows (Article 160, SLC or any provision that amends or replaces it):

- Daytime work is work performed between six hours (6:00 a.m.) and twenty-one hours (09:00 p.m.).
- Nighttime work is work performed between twenty-one hours (09:00 p.m.) and six hours (6:00 a.m.).

ARTICLE 15. Supplementary work. Supplementary work or overtime is the work time that exceeds the ordinary work week, and in all cases the work time that exceeds the legal maximum number of hours (Article 159, SLC). Any supplementary work must be previously approved by the Company, in accordance with legal provisions in this regard. It must also be authorized by the Ministry of Labor or by an authority delegated by the Ministry.

PARAGRAPH. Overtime, either during the daytime or nighttime, must not exceed two (2) hours per day and twelve (12) hours per week.

ARTICLE 16. Surcharge calculation rates. (Article 168, SLC or any provision that amends or replaces it).

- Nighttime work is remunerated with a surcharge of thirty-five percent (35%) over the value of daytime work, except in the case of special shifts.
- Daytime overtime is remunerated with a surcharge of twenty-five percent (25%) over the value of daytime work.
- Nighttime overtime is remunerated with a surcharge of seventy-five percent (75%) over the value of daytime work.
- Each of the aforementioned surcharges is produced independently, i.e., they are not accumulated with any others.

CHAPTER V LEGALLY MANDATORY REST DAYS

ARTICLE 17. Mandatory rest days. Sundays and holidays recognized as such by Colombian labor law (Article 77, SLC or any provision that amends or replaces it) shall be mandatory remunerated rest days. Whenever such holidays fall on a Sunday, the remunerated rest day will be moved to the subsequent Monday in the cases provided for by law (Articles 172 and 177, SLC or any provision that amends or replaces it).

PARAGRAPH 1. The workers may be scheduled to work on Sundays and/or holidays, and such work will be remunerated as follows (Article 179, SLC or any provision that amends or replaces it):

- Work on Sundays and holidays will be remunerated with a surcharge of seventy-five percent (75%) over the ordinary wages in proportion to the hours worked.
- If a given Sunday is additionally a remunerated rest day for the worker, the worker shall only be entitled to the surcharge specified in the previous paragraph.
- The above shall not apply to special work shifts.

PARAGRAPH 2. In the case of habitual or permanent work on Sundays, the Company shall inform the workers that due to reasons of the service they will not be able to take a rest day on Sunday, giving advance notice of at least twelve (12) hours (Article 185, SLC).

PARAGRAPH 3. The worker may agree with the Company to take his/her mandatory rest day on any other day of the week, which will be deemed for all effects equivalent to the mandatory rest day on Sundays. The above expression related to the rest day on Sunday shall be interpreted exclusively for the effects of the mandatory rest day under the labor regime.

ARTICLE 18. Except in the case of special work shifts, the Company shall have the obligation to provide the mandatory rest day on Sundays to all its workers. The minimum duration of this rest day shall be twenty-four (24) hours (Article 172, SLC).

ARTICLE 19. In the event the Company suspends work on any holiday that is not defined in Article 16 of these Regulations, it will be required to pay for it as if it had been a remunerated day. It shall not be required to pay for it when an express agreement has been made to suspend or to compensate for the time, or if it has been defined in the regulations, a pact, a collective bargaining agreement or arbitration award. Such compensation of work time shall be remunerated and shall not be considered to be supplementary work or overtime (Article 178, SLC).

CHAPTER VI PAID VACATIONS

ARTICLE 20. Duration. Workers who have provided their serves during one (1) year shall be entitled to 15 work days of remunerated vacations (Article 186, SLC).

PARAGRAPH. In the case of fixed-term contracts with a term of less than one (1) year, the workers shall be entitled to paid vacations in proportion to the time worked, independently from the amount of time (Article 3 Law 50/1990).

ARTICLE 21. Vacation period. The vacation period must be informed by the Company within one year from the date on which it accrues, and shall be granted by decision of the Company or at the request of the worker, without affecting the services or the effectiveness of the rest.

ARTICLE 22. Interruption of vacations. If a justified interruption in the enjoyment of vacations arises, the worker shall not lose the right to resume the vacations, to which end the Company will inform in writing the date on which the vacations will resume (Article 188, SLC).

ARTICLE 23. Compensation of vacation time for money. As a general rule, vacation time will not be compensated for money, except in exceptional cases duly authorized by the Company. The employer and worker may agree in writing, based on a prior request by the worker, that up to half the vacation time be compensated in money (Section 1, Article 189, SLC).

When at the end of a contract the worker has not enjoyed his/her vacations, the vacation time will be compensated in money for each full year worked and proportionally for any fraction of a year. In all cases, the compensation of vacation time shall be calculated based on the latest salary earned by the worker (Article 1, Law 995/2005).

ARTICLE 24. Accumulation. Each year, the worker must enjoy a minimum of six (6) continuous work days of vacation, which cannot be accumulated. The parties may agree to accumulate the remaining vacation days for up to two (2) years. Vacation time can be accumulated for up to four (4) years in the case of technical, specialist, management with confidentiality obligations, or foreign workers who provide their services in locations other than where their families live. (Article 190, SLC).

ARTICLE 25. Remuneration. During the vacation period, the worker shall receive the ordinary salary he/she earns on the day on which the vacations begin. Consequently, the calculation of the vacation payment shall only exclude the amounts earned when working on mandatory rest days, and the amount earned from supplementary work or overtime. In the case of variable salaries, the vacations payment will be calculated based on the worker's average earnings over the previous year from the date on which the vacations are granted (Article 192, SLC).

PARAGRAPH. The Company will carry a record of vacations indicating each worker's start date at the Company, the date on which vacations were taken, the end date of the vacations, and the remuneration amount.

ARTICLE 26. Collective vacations. The Company may schedule collective vacations simultaneously for all or some workers.

CHAPTER VII LEAVES OF ABSENCE

ARTICLE 27. The Company shall grant its workers the leaves of absence necessary to exercise their right to vote; to perform other transitory positions that they must forcedly accept; in the case of duly proven home emergencies; to receive medical care; to perform trade union duties inherent to the organization, and to attend the funeral services of coworkers, as long as timely notice is duly given to the Company. The Company shall also grant leaves of absence for grieving, maternity, abortion, paternity and other events defined by law.

PARAGRAPH 1. In the case of leaves of absence for trade union duties and to attend the funerals of coworkers, authorization may be given as long as the number of workers that will be absent does not affect the Company's operations (Section 6, Article 57, SLC).

PARAGRAPH 2. Without prejudice for the provisions of this Article, the Company may grant other types of leaves of absence.

PARAGRAPH 3. The approvals for the leaves of absence shall be processed based on the guidelines adopted by the Company.

PARAGRAPH 4. The employment contract shall be deemed to be suspended for the duration of the leave of absence (Section 4, Article 51, SLC).

CHAPTER VIII MINIMUM WAGES, BARGAINING AGREEMENT WAGES, PLACE, DAY, TIME OF PAYMENTS AND REGULATORY PERIODS

ARTICLE 28. Forms and freedom to stipulate (Article 132, SLC).

The Company and the worker are free to agree on salaries in their different modalities, as long as they respect the legal minimum wage or the wages set in pacts, collective bargaining agreements and arbitration awards.

If a worker earns more than ten (10) legal monthly minimum wages in force, the specification of a comprehensive salary shall be valid when made in writing. Such comprehensive salary shall remunerate ordinary work, and shall also represent remuneration in advance for the value of any mandatory benefits, surcharges and other benefits, such as surcharges for nighttime work, extraordinary work, and work on Sundays and holidays; mandatory and extra-legal bonuses; severance fund and interest on severance fund payments; subsidies and supplies given in-kind; travel expenses affecting salaries, and in general all those included in the stipulation, except vacations.

A comprehensive salary shall in no case be less than the equivalent of ten (10) legal monthly minimum wages plus the corresponding benefits factor, which shall not be less than thirty percent (30%) of said amount. The amount of the benefits factor shall be exempt from payment of income tax withholdings.

The comprehensive salary shall not be exempt from payments to the social security system, or from contributions to SENA, ICBF and Family Compensation Funds, but the base on which such payroll taxes are calculated shall be seventy percent (70%).

Any worker who wishes to accept this stipulation shall receive a final settlement for his/her severance fund subsidy and other mandatory benefits that have accrued up to such date, though such settlement shall not be interpreted as termination of his/her employment contract (Article 18, Law 50/1990).

ARTICLE 29. Place and date of payment. Except when agreed otherwise in writing, the salaries will be paid at the place where the worker provides his/her services, during work hours or immediately after work hours (Section 1, Article 138, SLC).

PARAGRAPH. The Company will pay the salaries on a monthly basis, on the twenty-fifth (25th) day of each month, or on the next business day, by means of a transfer of funds through the financial system to the account authorized by the worker.

ARTICLE 30. Payment. The salary shall be paid directly to the worker, or to the person that he/she authorizes. All relevant deductions will be applied to the salary, pursuant to law and based on any monthly events reported to the payroll area, subject to verification of the respective authorizations for deductions, if necessary.

CHAPTER IX OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM, MEDICAL SERVICE AND OCCUPATIONAL RISKS

ARTICLE 31. Occupational Safety and Health Management System (OSHMS). The Company shall implement the Occupational Safety and Health Management System (hereinafter, OSHMS), in accordance with applicable regulations. The Company has the obligation of ensuring the safety and health of the workers on its account. It also has the obligation of making available the resources required to implement and execute ongoing activities related to preventive and occupational medicine and occupational hygiene, safety and health, in the framework of the Occupational Safety and Health Management System.

ARTICLE 32. Person Responsible for the Occupational Safety and Health Management System. The Company shall have as a minimum one qualified professional, who shall be responsible for the implementation and maintenance of the Company's OSHMS.

ARTICLE 33. Medical service. Any medical care required by the workers will be provided by the Healthcare Promotion Entity (EPS, for the Spanish original), through its Healthcare Services Provider Institution (IPS, for the Spanish original), or by the Occupational Risks Insurer (ARL, for the Spanish original) in which they are enrolled.

ARTICLE 34. Health status report. Workers must report any health affliction or injury suffered on the same day by the worker to his/her immediate supervisor or equivalent, or to the Occupational Safety and Health area, who will make all arrangements for the worker to be examined by the corresponding doctor, who shall certify in writing whether the worker can or cannot continue to work, and if required, to determine the medical leave of absence and the treatment to be given to the worker.

If the worker fails to give notice within the indicated term, or fails to submit to the medical examination that was ordered, his/her absence from work shall be deemed unjustified for all effects, unless the worker demonstrates that it was absolutely impossible for him/her to give notice or to submit to the medical examination in a timely manner.

The recommendations and restrictions for performing his/her duties derived from such assessments must be communicated in a timely manner by the worker to the Company's Occupational Safety and Health area.

ARTICLE 35. The workers must submit to the instructions and treatment prescribed by the treating physician, as well as to the preventive exams or treatments ordered by the Company, in certain cases. Any worker who refuses to submit to the aforementioned examinations, instructions or treatments without justified cause shall lose the right to the cash benefit provided for medical leave of absence arising from such refusal, in the extralegal portion that may be recognized by the Company, in accordance with the established policies, and shall take on full responsibility for any deterioration in his/her health and any possible consequences derived from not receiving such care.

ARTICLE 36. The workers shall abide by all the industrial safety and health measures prescribed by the authorities for the industry in general, and in particular to those ordered by the Company, in a manner consistent with the recommendations made by the ARL. They must also perform the actions established in the OSHMS for the prevention of work accidents and occupational diseases.

ARTICLE 37. Reporting work accidents and incidents. If a worker suffers, witnesses and becomes aware of a work accident, he/she has the obligation of reporting it immediately to his/her immediate supervisor or equivalent, or to the Occupational Safety and Health area, any of which will in turn immediately order the provision of first aid to the worker who suffered the accident, and will refer him/her to the doctor, and will take all actions that are deemed necessary and sufficient to reduce the consequences of the accident to a minimum, and report it to the EPS and ARL, in the terms and forms established in applicable legal regulations.

PARAGRAPH 1. The Company shall not be liable for any worsening of the health conditions or injuries caused by the accident if the worker fails to give due notice or delays giving notice without justification, on the grounds that it was impossible for the Company to know of the situation due to the worker's omission.

PARAGRAPH 2. In the event of a serious and/or fatal work accident, the Company shall have the obligation of reporting such situation to the Territorial Office where the events took place within two (2) business days from the date of the accident, without prejudice for its obligation to report the event to the respective ARL or EPS.

ARTICLE 38. The Company must carry statistics of work-related accidents or diseases, in each case indicating the seriousness and frequency of the work accidents or diseases, in accordance with current regulations. The OSHMS shall establish the Epidemiological Surveillance Systems and the Risk Management Programs for critical risks that cause work-related accidents and diseases. Every work accident or occupational disease that occurs at the Company must be reported by the employer simultaneously to both the ARL and EPS within two (2) business days from the date of the accident or of the diagnosis of the disease.

ARTICLE 39. Both the Company and the workers shall abide by the regulations on occupational risks of the SLC, Resolution No. 1016/1989 issued by the Ministry of Labor and any other enacted provisions. Both parties must also abide by the provisions of Decree Law 1295/1994, Law 776/2002, Law 1562/2012, Decree 1443/2014, Decree 1072/2015 and Decree 052/2017, and any other regulations that may be issued or related to the OSHMS.

ARTICLE 40. The Joint Committee on Occupational Safety and Health (COPASST, for the Spanish original) will participate in the investigation of any work accidents that may occur. The Company will assign a team to investigate work accidents, which will record in a form, in a truthful and objective manner, all the information conducive to identifying the underlying causes of the work accident or incident, and will take the corresponding actions.

ARTICLE 41. All workers have the obligation of using the personal protection equipment and other safety items provided by the Company for the adequate provision of their services; of complying with the OSHMS rules and procedures established by the Company; of reporting to their supervisors or the Occupational Safety and Health area any sub-standard conditions at the workplace and any circumstance that could cause a work accident; of making suggestions and participating in drafting of work safety rules and procedures, and of participating in the talks and training courses on Occupational Safety and Health to which they are invited.

ARTICLE 42. In the event of an investigation derived from the occurrence of a work accident, the workers have the obligation of providing accurate, clear and truthful information on the

conditions under which the investigated accident took place, in order to clarify the circumstances under which it occurred.

CHAPTER X FUNCTIONAL REQUIREMENTS

ARTICLE 43. Duties. All workers have the following general duties, in addition to those established in the SLC and other applicable regulations:

- 1. Fulfill the duties and activities inherent to their positions.
- 2. Endeavor to work in full harmony with their supervisors and coworkers.
- 3. Have good conduct in every sense and collaborate for the ethical order and general discipline of the Company.
- 4. Perform the entrusted work with honesty and integrity.
- 5. Make any appropriate comments, claims and requests through the channels established by the Company and in a reasoned and respectful manner, following the procedures established to this effect.
- 6. Receive and accept any orders, instructions and corrections related to work.
- 7. Attend the courses, seminars, workshops and other training activities provided by the Company.

CHAPTER XI HIERARCHICAL ORDER

ARTICLE 44. Hierarchical order. The following is the hierarchical order of the positions established at the Company: President, Vice-presidents, Directors, Managers, Junior Managers, Advisors, Professionals, Analysts, Technicians, Assistants, Secretaries, or any other currently approved organizational structure.

PARAGRAPH 1. Of the above positions, only the President, Human Resources Director and Human Resources Manager have the power to impose disciplinary sanctions to workers. The Legal Vice-president also has such power in the context of reviews of disciplinary proceedings.

PARAGRAPH 2. Only the Board of Directors has the power to impose disciplinary sanctions for any breaches attributable to the President.

CHAPTER XII FORBIDDEN TASKS FOR WORKERS UNDER THE AGE OF 18

ARTICLE 45. Forbidden tasks. The following tasks are forbidden for minors (Article 242, SLC):

- Industrial painting tasks involving the use of white lead, sulfate, lead, or any other product containing such pigments.
- Underground work in mines or that require major efforts.
- The risky activities listed in Resolution 1796/2018 or any provisions that amend or replace it, and tasks that involve danger or that are harmful to their health or physical or psychological integrity, or those considered the worst forms of child labor, in accordance with the classification established by the authorized authorities for such effect. (Article 117, Law 1098/2006).

PARAGRAPH. Adolescents between the ages of 15 and 17 will only be allowed to work a maximum of six (6) hours per day and thirty-six (36) hours per week, and until 6:00 p.m. Adolescents over the age of 17 will only be allowed to work a maximum of eight (8) hours per day and forty (40) hours per week, and until 8:00 p.m. (Article 161, SLC).

CHAPTER XIII SPECIAL OBLIGATIONS OF THE COMPANY AND OF THE WORKERS

ARTICLE 46. The following are special obligations of the Company:

- 1. Make available to workers, except when provided otherwise, adequate instruments and the materials needed to perform their work.
- 2. Endeavor to provide workers appropriate workplaces and adequate equipment to protect them from work-related accidents and diseases, so as to reasonably assure their safety and health.
- 3. Immediately provide first aid assistance in the event of accidents or illnesses. To this effect, the Company shall have available the necessary items in accordance with regulations issued by the authorities.
- 4. Pay the agreed remuneration in the agreed conditions, periods and places.
- 5. Maintain absolute respect for the personal dignity of workers and their beliefs.
- 6. Grant workers leaves of absence in the terms set out in Article 26 of these Regulations.
- 7. Upon expiration of the contract, provide the worker a certificate indicating the time of service, latest position and salary earned, as well as issue an order for an exit medical exam, and provide a certificate thereof.
- 8. Pay the worker reasonable moving expenses to and from his/her place of residence, if in order to provide the services the Company ot was necessary for him/her to change his/her place of residence, except when termination of the contract is due to fault or the will of the worker.
- 9. Carry records of overtime.
- 10. Grant female workers who are pregnant the maternity leave in a timely manner, pursuant to section 1 of Article 236 of the SLC.
- 11. Maintain the positions for workers who are on vacation or leave of absence.
- 12. Carry registration records of all minors employed, indicating their dates of birth.
- 13. Comply with these Regulations and maintain order, ethics and respect for the laws.
- 14. Provide workers the work equipment they are entitled to, pursuant to applicable labor law.
- 15. Address in a timely manner any complaints or claims on the actions of a worker that are brought to its attention, strictly complying with the legal and internal procedures established to such effect by the Company.

ARTICLE 47. The following are obligations of the worker:

- 1. Personally perform the work in the specified terms.
- 2. Abide by the precepts of these Regulations, and obey and fulfill the orders and instructions issued by the Company or its representatives.
- 3. Maintain strict confidentiality over all information to which he/she has access.
- 4. Preserve and return in good conditions, except for normal wear, any instruments and elements provided and any left over materials.
- 5. Strictly maintain ethics and integrity in relations with his/her supervisors and coworkers, and in general with any third parties related to the Company.
- 6. Communicate in a timely manner to the Company any comments he/she considers may avoid damages to the Company.
- 7. Provide all possible cooperation in the event of an event or imminent risk that affects or threatens people or things at the Company, and communicate in a timely manner the occurrence of any situation that affects the Company, its workers, its contractors, or the environment.
- 8. Follow the health measures and the recommendations and restrictions prescribed by the Company's physician, the treating physician or the sector authorities, and strictly follow with diligence and care the preventive instructions and orders on work-related accidents and diseases, as well as the Company's existing bio-safety and self-care protocols.
- 9. Take the maternity leave in the terms set out in Article 2 of Law 2114/2021 or any provisions that amend or replace it.
- Report to the Company his/her current address and any change thereof.
- 11. Communicate in a timely manner and provide accurate and correct information on any changes in payroll information of his/her direct reports and/or workers on mission.
- 12. Report in a timely manner to his/her supervisor any physical or mental injury that arises during work performance, or any injury suffered by a coworker that he/she becomes aware of.
- 13. Abide by the rules and/or guidelines on safety or common practices of physical security at the Company.
- 14. Report through the Ethics Channel or any expedite channel any events or situations considered to represent unethical behavior involving a coworker, direct report or supervisor.
- 15. Report as soon as he/she has knowledge, and before making any decision, any possible conflict of interests that may arise, in accordance with the guidelines established by the Company to this effect.
- 16. Adhere to the Code of Ethics and the policies established by the Company in a timely manner and provide the requested information in a truthful manner.
- 17. Be accountable for and custody the Company's assets assigned to perform his/her duties, endeavoring for their preservation and conservation, and submitting any requested reports on such items.
- 18. Comply with the information security policies to assure the confidentiality, availability and integrity of the information.
- 19. Know and comply with the corporate policies, manuals, rules and/or regulations, processes, procedures and instructions defined in the Integrated Management Systems (IMS).
- 20. Assure the care and custody of the documentation produced during performance of the assigned activities on his/her account, in the media defined to such effect.
- 21. Reply in a timely manner and in accordance with applicable procedures to petitions of general or particular interest made to him/her.

- 22. Allow the performance of safety tests, inspections or audits ordered at any time by the Company or the competent authorities on the equipment and other instruments provided for the performance of his/her work duties.
- 23. Allow alcohol and polygraph testing whenever the Company or the competent authorities request them.
- 24. Assure the comprehensive care of his/her own health and that of his/her coworkers or direct reports.
- 25. Provide clear, truthful, full and timely information on health conditions.
- 26. Comply with the rules, regulations and instructions of the Company's OSHMS. Also participate in the training activities established in the OSHMS training plan and contribute to the fulfillment of their objectives.
- 27. Report in a timely manner to the Company any hazards or potential risks that may exist at the workplace, and report in a timely manner any health conditions that may affect performance or his/her work or put the activities at risk.
- 28. Strictly comply with the work shift hours established by the Company and in accordance with the nature of his/her responsibilities, and abide by the established control measures, using the tools or mechanisms established to this effect.
- 29. Fulfill and follow with utmost diligence and care the orders and instructions on handling of machines, equipment or materials, in order to prevent accidents, damages and losses of any type for the Company.
- 30. Provide the cooperation necessary to perform any work that is urgently necessary arising from force majeure or unforeseen events, or as a necessary measure to prevent or mitigate the occurrence of any serious accident or event.
- 31. Authorize in each case in writing the deduction from his/her salary, mandatory benefits or any other amount owed on labor obligations of any excess amounts that may have been paid, due to error or any other reason, as well as for any loans that may have been made for any reason.
- 32. Submit the supporting documents of any leaves of absence or sick leaves or any other event in the terms established in the corresponding procedures.
- 33. Abide by the surveillance requirements and controls established by the Company.
- 34. Attend all meetings, congresses and educational and training events organized and/or indicated by the Company, in the defined terms.
- 35. Comply with the provisions of the Company's Road Safety Strategic Plan.
- 36. Accept transfers to a different position or to a different domicile, as long as it does not imply any worsening of work conditions.
- 37. Perform the work of the position for which he/she was hired, but if for work reasons it is necessary to perform any similar, equivalent or associated work, he/she shall be under the obligation of performing it when ordered to do so.
- 38. Provide truthful information in a timely manner in connection with his/her work, or any work-related reports that may be requested.
- 39. Perform the contract in good faith and honestly, and putting all his/her work capacity at the service of the Company.
- 40. Be accountable to the Company for any damages he/she may produce on its assets, personal protection equipment, the environment, and any other items that for any reason are under his/her care.
- 41. Follow the requirements and prepare any records indicated by the Company in the form and time instructed by the Company to avoid any withdrawals or other irregularities.
- 42. Pay back in a timely manner at the Company's offices, or deposit in the account established to this effect, any loans granted by the Company.
- 43. Make adequate and timely use of the equipment, instruments, uniforms and other

- items provided by the Company for the adequate performance of his/her duties.
- 44. Based on the Company's established hierarchical order, strictly follow the regular channels for any petitions, comments, suggestions, complaints or claims, as well as maintain adequate personal relations and the use of adequate, respectful and inclusive language.
- 45. Maintain his/her work station organized.
- 46. Return any tools, materials, documents and information that belong to the Company and that were withdrawn for any reason.
- 47. Acknowledge and accept that the information stored in the equipment assigned to the worker by the Company is Company property, and the Company shall have the power to monitor, review and assess them through the competent areas.
- 48. Follow the rules, regulations, procedures and other instructions related to Cybersecurity issued by the Company. As well as participate in any training activities established to this effect.
- 49. Use the corporate e-mail and applications as a work tool exclusively for work purposes.
- 50. Report any situation in which the name of the Company is being used inappropriately or when the established parameters are not being followed.
- 51. Use the social networks of the Company and/or of the Business Group only and exclusively for corporate matters, under the parameters of confidentiality and good faith, in accordance with the authorization granted to such end. As well as follow the Social Networks Protocol established by the Company.
- 52. Collaborate with any internal investigation performed by the Company.
- 53. Provide the security required by the Company to guarantee any obligations that the worker takes on with the Company.
- 54. Comply with the provisions of these Regulations.
- 55. All other obligations established in the employment contract, position description, reports, memorandums, codes, policies, guidelines, instructions, handbooks, manuals, regulations, processes, procedures, surveillance programs, work plans, Company decisions, laws and, in general, any other binding obligations arising from the nature of the employment relationship.

ARTICLE 48. The following are prohibitions for the Company:

- 1. Deduct, withhold or offset any amounts from the worker's salaries or cash benefits without the worker's signed order to do so in each case, or without judicial order, with the exceptions provided for by law.
- 2. Force in any way workers to acquire goods and food from any Company stores.
- 3. Demand or accept money from the worker as reward for being hired or for any other reason related to working conditions.
- 4. Limit or pressure in any way the workers' right to exercise their right to organize.
- 5. Impose any religious or political obligations on workers, or place obstacles or prevent them from exercising the right to vote.
- 6. Publish or authorize political propaganda at work sites.
- 7. Organize or allow any type of raffle, collection or subscriptions at work sites.
- 8. Place in work certificates any signs that may detrimental to the workers or adopt any type of "blacklist", in any modality, to prevent any workers removed from their positions from being hired at other companies.
- 9. Perform or authorize any act that violates or restricts workers' rights or that offends their dignity.

10. All others established in applicable legal provisions.

ARTICLE 49. The following are prohibitions for the workers:

- 1. Withdraw, take out or remove machines, equipment, supplies, tools, raw materials, finished products, documents, data, reports or any type of information without the Company's authorization. As well as lend, copy, send or take them to any location other than that assigned by the Company, without express authorization to do so.
- 2. Come to work under the influence of alcohol, alcoholic beverages, narcotics or enervating drugs.
- 3. Consume, carry or sell at Company facilities or any location where workers provide services for the Company alcoholic beverages, narcotics, psychoactive substances, enervating drugs and similar products.
- 4. Hold, carry or sell weapons of any type at the work site, except those carried with legal authorization by security guards.
- 5. Missing work without just cause or without authorization from the Company, except in the case of strike, in which case workers must leave the workplace.
- 6. Intentionally slow down the pace of work performance, suspend work, promote sudden interruption of work, and promote engaging in or maintaining work stoppages, whether or not the worker participates in such activities.
- 7. Make collections, raffles, subscriptions or any other type of propaganda at work sites
- 8. Restrict the freedom to work or not to work, or to join or not to join a trade union, or to remain in or to leave a trade union.
- 9. Use the personal protection equipment, supplies or tools provided by the Company for any purpose other than the contracted work.
- 10. Smoke inside Company facilities, except in places expressly authorized for this effect.
- 11. Cook, warm up, prepare or make any type of food inside the Company, except in places expressly made available for this effect.
- 12. Suspend, abandon or leave work or go out to the street during work hours without express authorization from the supervisor.
- 13. Neglect performing their duties or fail to follow the orders and instructions of their supervisors.
- 14. Promote, intervene or participate in talks, conservations, discussions, disputes, or fights during work hours.
- 15. Threaten, disrespect, insult or assault in any way his/her supervisors, coworkers, direct reports, contractors, subcontractors, clients or visitors.
- 16. Promote, provoke, accept or participate in any type of activity classified as sexual harassment, disrespect, mistreatment or hostile environment.
- 17. Post notices or papers of any type on the walls, locations or assets of the Company, or write on its internal or external walls, without due authorization.
- 18. Order or have another worker run personal errands during work hours.
- 19. Perform acts that put or could put at risk the safety of oneself, of coworkers, or of third parties, or of the facilities or the environment where work is performed.
- 20. Engage in activities other than work during his/her work shift without authorization from his/her supervisor.
- 21. Have commercial, financial, technical or similar interests with external parties of the Company, aimed at benefiting oneself or third parties, or incur in any type of conflict of interests, in the terms set out in the Code of Ethics of the Company.

- 22. Sell, exchange, barter, lend or trade in any way objects, services, work equipment legally delivered, personal protection equipment or assets owned by the Company without its authorization.
- 23. Entrust to another worker or any other person the performance of one's own work.
- 24. Having submitted for admittance, or subsequently submit, any false, deceitful, incomplete, amended or untrue documents or papers.
- 25. Alter or manipulate in any way documents of the Company.
- 26. Disallow or prevent the implementation or performance of controls aimed at ensuring the safety and health of people and protecting the environment in the works and projects of the Company.
- 27. Perform acts of political, religious or any other type of proselytism during work hours.
- 28. Work without using the personal protection equipment provided by the Company or the established safety systems or protocols.
- 29. Play music at high volume within the facilities of the Company during work hours.
- 30. Use the e-mail account provided by the Company for any purposes other than work.
- 31. Not provide his/her services to any other individual or legal entity, or work on one's own account in the same occupation, without express prior written authorization from the Company.
- 32. Give, offer, promise, grant, request or receive, directly or indirectly, money, gifts, gratuities, entertainment, favors or any other type of benefits, to perform, fail to perform, or delay the activities on his/her own account, or to unduly influence the performance or non-performance of the Company's own activities.
- 33. Incur in acts of discrimination of any type.
- 34. Promote, accept or participate in an agreement that restricts competition in order to obtain any benefit.
- 35. Disclose to clients and/or the general public any information that may affect or put at risk the image and the services provided by the Company, without express authorization.
- 36. Use or handle pornographic or discriminatory materials through the computer or communications equipment provided by the Company for the adequate performance of his/her duties
- 37. Install in the provided computers any software without the Company's authorization, and, in general, violate the policies on use of the Company's information systems and resources.
- 38. The loss or damage of any document, machinery, equipment, materials, personal protection equipment, or objects related to work due to negligence, carelessness or intention.
- 39. Allow non-Company persons to enter the facilities without prior authorization.
- 40. Cause scandals or quarrels, or commit acts that affect discipline and a good workplace environment.
- 41. Engage in gambling or make bets within the Company's offices, facilities or workplaces.
- 42. Sell any type of products, regardless of their purpose, at the Company's facilities.
- 43. Make improper use of the Company's emblems, logos, brands or any type of advertising without prior authorization from the Company, as well as transmit information to third parties on any contracting terms, positions, salaries, duties or obligations, even when such information is not generated directly by the worker or when it only causes damages or pertains to the third parties who receive it.

- 44. Disclose through the corporate social networks or any other communications channel associated with the Company's name, the position, location, duties, responsibilities, and activities of workers, except in portals of an employment or professional networking nature.
- 45. Use the social networks of the Company and/or the Business Group for purposes other than the corporate purposes.
- 46. All other prohibitions established in the employment contract, position description, reports, memorandums, codes, policies, guidelines, instructions, handbooks, manuals, regulations, processes, procedures, surveillance programs, work plans, Company decisions, laws and, in general, any other binding obligations arising from the nature of the employment relationship.

CHAPTER XIV SCALE OF BREACHES AND SCALE OF DISCPLINARY SANCTIONS

ARTICLE 50. Disciplinary breach. A disciplinary breach is defined as incurring in any conduct or behavior that involves failure to fulfill the duties, obligations or prohibitions defined in these Regulations. Disciplinary breaches are classified as either minor or serious.

ARTICLE 51. Minor breaches. The following conducts are minor breaches:

- 1. Arriving late to work at the start of the work shift in the morning or after the lunch hour without reasonable justification.
- 2. Unjustified absence during part or all of the work day or work shift.
- 3. Non-fulfillment by the worker of the obligations and/or prohibitions established in these Regulations, whenever the Company considers it to be a minor breach.

ARTICLE 52. Serious breaches. The following are serious breaches as defined in section 6 of paragraph a) of Article 62 of the Substantive Labor Code, as amended by Article 7 of Decree 2351/1965, in addition to those defined in these Regulations, the employment contract, the position description, reports, memorandums, codes, policies, guidelines, instructions, handbooks, manuals, rules, processes, procedures, programs, work plans, Company decisions, laws, and all other binding provisions arising from the employment relationship:

- 1. Arriving late to work at the start of the work shift in the morning or after the lunch hour without reasonable justification, when it is considered a serious breach in the Company's opinion, or repeatedly arriving late to work at the start of the work shift without reasonable justification.
- 2. Unjustified absence during part or all of the work day or work shift, when it is considered a serious breach by the Company, or repeated and unjustified absence during part of all of the work shift.
- 3. Serious breach by the worker of the obligations and/or prohibitions established in these Regulations, the employment contract, position description, reports, memorandums, codes, policies, guidelines, instructions, handbooks, manuals, regulations, processes, procedures, surveillance programs, work plans, Company decisions, laws, and in any other binding documents arising from the nature of the employment relationship.
- 4. Any violation of the human and constitutional rights of his/her supervisors and coworkers, and in general of any third parties related to the Company.
- 5. Destroy or attempt to destroy or adulterate receipts, certificates, statements, testimonials or other documents of the Company.

- 6. Failure to fulfill his/her obligations as supervisor of orders or contracts, that is considered a serious breach by the Company, or that give rise to requirements from external entities.
- 7. Lack of diligence, timeliness and responsibility of the worker in managing Company resources, when acting as supervisor of orders, contracts or payments, that run against the provisions established by the Company, when it is considered a serious breach by the Company.
- 8. Any breach of the ethical framework of the Company, when it is considered a serious breach by the Company.
- 9. Put at risk, damage or lose any documents, money, products, materials, or equipment owned by the Company or by third parties, arising from the worker's conduct, when it is considered a serious breach by the Company.
- 10. Give, offer, promise, grant, request or receive, directly or indirectly, money, gifts, gratuities, entertainment, favors or any other type of benefits, to perform, fail to perform, or delay the activities on his/her own account, or to unduly influence the performance or non-performance of the Company's own activities.
- 11. Promote, accept or participate in an agreement that restricts competition to the benefit of oneself or of third parties, in any type of contractual procedure.
- 12. Failure to follow the instructions, regulations and decisions on risk prevention adopted in general or specifically, and that are included in the Occupational Safety and Health Management System (OSHMS) of the Company, when such failure is considered a serious breach by the Company.

ARTICLE 53. Sanctions. The Company must not impose on its workers any sanctions that are not defined in these Regulations, in pacts, collective bargaining agreements, arbitration awards or work contracts (Article 114, SLC).

ARTICLE 54. Types of sanctions. The following are the established types of disciplinary sanctions:

- 1. Written reprimand: A written reprimand is issued when the worker commits a minor breach.
- 2. Fine: It is generated by delays in arriving or absences from work without reasonable justification, rated as minor breaches. This sanction shall not be greater than one-fifth (1/5) of the salary for one (1) day, and the amount shall be deposited in a special account to be allocated exclusively for rewards or gifts given by the Company to workers.
- 3. Suspension of the employment contract due to minor breaches: The suspension due to first-time minor offenses shall not be less than one (1) day nor longer than eight (8) days. In the event of a repeated offense for the same breach for which he/she was initially suspended, the suspension time may be increased to up to twice the time, but not exceeding two (2) months.
- 4. Suspension of the employment contract due to serious breaches: The suspension due to a serious breach shall not be less than eight (8) days nor longer than two (2) months.

PARAGRAPH 1. Regarding the disciplinary sanctions specified in this Article, it is clearly established that no salary will accrue for the time that was not worked due to any of said breaches and their respective penalties.

PARAGRAPH 2. The suspended worker must return to work exactly on the date on which the sanction ends. Otherwise, the corresponding proceedings will be initiated to apply the disciplinary sanctions defined herein or the measures defined in the work contract.

ARTICLE 55. The provisions of the above Article do not prevent the Company from assessing each individual case and imposing the respective penalty, or to decide to terminate the employment contract with just cause.

PARAGRAPH: The seriousness of the breach will be determined taking into consideration its effects on the service; impact on the reputation of the Company, its contractors, workers or third parties; financial damages; material damages to the assets of the Company or of third parties, and any other aspects that enable the Company to make an objective judgment.

CHAPTER XV PROCEDURE TO VERIFY BREACHES AND APPLICATION OF DISCIPLINARY SANCTIONS

ARTICLE 56. Before applying a disciplinary sanction, the Company must hear the charged worker directly, and if the worker belongs to a trade union, he/she must be informed that he/she may be assisted by up to two representatives of the trade union to which he/she belongs. Any disciplinary sanction imposed in violation of the established produce will be ineffective (Article 115, SLC).

ARTICLE 57. Any measure or decision that involves the Company's use of its disciplinary powers must ensure the right to due process.

The disciplinary procedure adopted by the Company shall follow the following parameters:

- 1. Formal communication of the opening of the disciplinary proceedings, indicating the date on which the worker is to present his/her explanation of the events and/or on which the procedure of hearing the arguments for the defense is to be held.
- 2. The charges must be formulated with clear and precise indications of the conducts and disciplinary breaches of the case.
- 3. The worker must be provided all the evidence that serve as grounds for the formulated charges, and must be given the opportunity to challenge it and to submit any evidence he/she deems necessary for his/her defense.
- 4. The Company will issue a final and substantiated decision.
- 5. The worker will be given the opportunity to challenge the decision by submitting a request for review to the Legal Vice Presidency. In the event such review is requested, the effect of the decision will remain in suspended status.

PARAGRAPH 1. The Company may perform the procedure described herein using available virtual tools, while ensuring due process.

PARAGRAPH 2. In any case, the procedures established in collective bargaining agreements, pacts or arbitration awards will be followed.

PARAGRAPH 3. The Company must have a procedure in place that assures fulfillment of the provisions of this Article.

CHAPTER XVI CLAIMS: TO WHOM AND HOW TO SUBMIT CLAIMS

ARTICLE 58. Claims. Worker claims shall be submitted to the Vice-president, Director or Manager of the area to which they are assigned, or to the person at the Company who holds the position of Human Resources Director or his/her equivalent, who shall hear and perform any required procedures with other areas of the Company. In any case, the workers may use the Ethics Channel to report any event or conduct related to alleged acts of fraud and/or corruption, or unethical behavior, or to make inquiries on ethical dilemmas.

ARTICLE 59. It shall be clearly established that for the effects of the claims mentioned in the above Article, the worker or workers may seek advice from their respective trade union.

CHAPTER XVII ADDITIONAL BENEFITS

ARTICLE 60. Additional benefits. The Company shall respect the additional benefits to the legally mandatory benefits that have been agreed to in the Collective Bargaining Agreement signed with the Trade Union. In order to recognize the benefits that are additional to the legally mandatory benefits, all approvals must be obtained from the respective bodies.

CHAPTER XVIII LABOR HARASSMENT PREVENTION MECHANISMS AND PROCEDURE TO OVERCOME SUCH CONDUCT - LAW 1010/2006

ARTICLE 61. Workplace harassment. Pursuant to the provisions of Law 1010/2006, and for such effects, workplace harassment shall be defined as "any persistent and demonstrable conduct exercised on an employee or worker, who may be a supervisor, direct report or coworker, by an employer, a direct supervisor or a manager or supervisor of a higher hierarchical level, a coworker or a direct report, aimed at instilling fear, intimidation, terror and distress, to impair the employment status, produce demotivation at work, or to provoke the worker's resignation."

ARTICLE 62. Prevention mechanisms. The mechanisms established by the Company to prevent the conducts that represent workplace harassment include the continuation and performance of activities aimed at improving the quality of life and workplace environment at the Company, aimed at raising collective awareness to promote work in decent and fair conditions, harmony between those who share the corporate workplace environment, a good environment and the protection of dignity, privacy, honor, mental health and freedom of people at work.

ARTICLE 63. To achieve the objectives mentioned in the above Article, the Company considers the following prevention mechanisms:

1. Establishment and training of the Employee Relations Committee, pursuant to applicable legislation.

- 2. Inform workers about Law 1010/2006, including periodic preventive communication campaigns, talks and training on the contents of such law; particularly in connection with the conducts that represent workplace harassment, those that do not, aggravating circumstances, attenuating conducts, and the sanctions procedures, aimed at improving the workplace environment, ensuring good treatment at the workplace, achieving decent and fair work conditions, assure a good workplace environment, and in general, preventing any conducts of workplace harassment;
- 3. spaces for dialog, participation circles or similar groups for the periodic assessment of the work life, in order to promote operating consistency and functional harmony to facilitate and promote good treatment within the Company.
- 4. Activities aimed at assessing the workplace environment at the different areas of the Company and identify any conducts that may represent workplace harassment or other types of harassment, in order to promote good treatment within the Company and create spaces to enable workers to voice their concerns and make constructive recommendations.
- 5. Design and implement activities with worker participation, aimed at establishing, through joint construction, values and habits that promote good workplace coexistence.
- 6. Make appropriate constructive recommendations in connection with situations that may compromise such values and habits, and
- 7. Examine specific conducts that may represent workplace harassment or other types of harassment at the Company, that affect the dignity of people, and make the corresponding recommendations.
- 8. Other activities that the Company may establish at any time to achieve the objectives set out in the previous Article.

ARTICLE 64. Employee Relations Committee. The Company will promote and make available the resources required to establish this Committee and will provide a space for its meetings and other activities of the Employee Relations Committee, as well as for the confidential management of the documentation. Training activities will be provided to the members of the Committee on dispute resolution, assertive communications, and other topics considered important for its operation (Resolution 652/2012 and Resolution 1356/2012).

The Employee Relations Committee will design and implement the procedure for filing and processing complaints on the occurrence of alleged conducts of workplace harassment, which will be disseminated and published in accordance with the Company's procedures.

ARTICLE 65. Members. The Employee Relations Committee shall be comprised of two (2) representatives of the employer and two (2) representatives of the workers, for two (2) year terms, with their respective alternates, and they may be reelected.

The members of the Employee Relations Committee should preferably have behavioral and attitudinal competencies such as respect, impartiality, tolerance, serenity, confidentiality, reserve in handling information, and ethics, as well as assertive communications, leadership and dispute resolution skills.

The Company will directly appoint its representatives, and the workers will elect their representatives by means of secret ballots that represent the free, spontaneous and authentic expressions of all the workers, and by means of a public vote count.

PARAGRAPH. The Employee Relations Committee of the Company must not include workers against whom a workplace harassment has been filed, or who have been victims of workplace harassment within six (6) months from the date of their appointment.

ARTICLE 66. Functions of the Employee Relations Committee. The Employee Relations Committee shall perform the following activities:

- 1. Receive and process filed complaints that describe situations that may represent workplace harassment, as well as any supporting evidence.
- 2. Examine in a confidential manner the specific cases that describe situations that may typify conducts or situations of workplace harassment at the Company.
- 3. Hear the parties involved individually on the facts that gave rise to the complaint.
- 4. Hold meetings in order to create a space for dialog between the parties involved, promoting mutual commitments to reach an effective solution to the disputes.
- 5. Formulate an improvement plan agreed upon by the parties to build, renew and promote workplace coexistence, assuring in all cases the principle of confidentiality.
- 6. Follow up on the commitments made by the parties involved in the complaint, verifying their fulfillment in accordance with the agreement made.
- 7. Whenever no agreement is achieved between the parties, or when the recommendations made were not heeded, or the conduct persists, the Employee Relations Committee must report it to the Presidency of the Company.
- 8. Submit to the Presidency recommendations for the effective implementation of the preventive and corrective measures related to workplace harassment, as well as an annual report on the results of the efforts of the Employee Relations Committee, and any reports required by the control body.
- 9. Monitor fulfillment of the recommendations made by the Employee Relations Committee to the human resources management process.
- 10. Prepare quarterly reports on the Committee's performance, including statistics on the complaints, follow-up on cases and recommendations, which shall be submitted to the Presidency.
- 11. When requests are received to assess alleged conducts of workplace harassment, the respective Committee meeting will review them; hear the parties involved; seek to rebuild the coexistence environment with such parties, if necessary; issue the recommendations it deems necessary, and in special cases promote coexistence agreements and commitments between the parties involved.
- 12. If as a result of its review, the Committee deems it appropriate to take disciplinary action, it will forward its recommendations and suggestions to the competent executives or employees of the Company, to perform the appropriate procedures established for such cases, in accordance with the law and these Regulations.
- 13. In any case, the internal preventive procedure described in this Article does not prevent or affect the right of the party who believes he/she is a victim of workplace harassment to carry out any of the administrative and legal procedures established to this effect by Law 1010/2006.

ARTICLE 67. Meetings. The Employee Relations Committee shall hold ordinary meetings every three (3) months, and may validly meet with half plus one of its members, and shall hold extraordinary meetings that require its immediate intervention, and may be summoned by any of its members.

CHAPTER XIX TELEWORKING LEGAL ASPECTS OF TELEWORKING

ARTICLE 68. Definitions. It is ruled by the provisions of Law 1221/2008, regulated by Decree 0884/2012, which adopt teleworking as a work modality in Colombia, and define it as a form of labor organization that consists in performing remunerated activities or providing services to third parties supported by information and communications technologies (ICT) for communications between the worker and the Company, without requiring the physical presence of the worker at any specific workplace.

It also defines a teleworker as a person who in the context of a dependent employment relationship uses information and communications technologies as a means or end to perform his/her work outside the employer's facilities, in any of the forms defined by the law (Article 2.2.1.5.2 Decree 1072/2015).

ARTICLE 69. Purpose and scope of application. The purpose of this chapter is to regulate the teleworking modality. These Regulations are incorporated by reference in the individual teleworking contracts that have been or will be signed with all teleworkers, except any provisions otherwise, which in any case must only be favorable to the teleworker.

ARTICLE 70. Modalities. Current regulations establish three (3) modalities of teleworking or types of teleworker, based on where the work is performed, the type of work performed, and the worker's profile:

- 1. Autonomous teleworking: Workers who use ICT to perform their duties and who perform them at the location of their choice.
- 2. Supplementary teleworking: Workers with an employment contract who alternate between working at the Company and a location outside the Company, using ICT to perform their duties. It is understood that they perform telework at least two days per week.
- Mobile teleworking: Workers who use mobile devices to perform their tasks. Their work activity involves frequently working outside the office. They do not have a defined location for performing their tasks.

The Company shall adopt the modalities that are best suited to performing its corporate purpose, subject to compliance with applicable regulations.

ARTICLE 71. Special conditions for access to the teleworking program. The conditions to have access to the teleworking program will be established in the Company's internal policies, which implies that applicants must fulfill the requirements established in said policy, as well as the provisions of these Regulations and any that may be subsequently incorporated therein. Teleworking shall be voluntary both for the worker and for the Company, which implies that the conditions established by law and in internal policies will regulate this form of work organization, and that such status is reversible.

ARTICLE 72. Teleworking contract or agreement. Any worker who applies to a Company position as teleworker must meet the requirements established in Article 39 of the SLC; the conditions established in Article 6 of Law 1221/2008, and in Decree 884/2012, as well as any provisions that may be enacted by law in the future.

The teleworking agreement or employment contract in the teleworking modality must specify in particular:

- 1. The conditions of the service, the required technological means and workplace environment, and the manner in which the work is to be performed in terms of time, and if possible, of place.
- 2. The work hours during which the teleworker will perform his/her activities, for the effects of delimiting responsibilities in the event of a work accident, and to avoid surpassing the maximum work hours established by law.
- 3. The responsibilities regarding the custody of the work equipment and the procedure for the teleworker to return such equipment at the time the teleworking modality ends.
- 4. The information security measures that must be known and followed by the teleworker.

PARAGRAPH. In the event of contracting a teleworker for the first time, said worker cannot subsequently demand to work at the employer's facilities, unless the parties mutually agree to amend the initial agreement, in which case he/she would not longer be a teleworker.

If a previous employment contract or agreement exists, and the parties mutually agree to select a teleworking modality, the agreement signed by the parties must contain the elements described in this Article, and shall be attached to the employment contract or the employee's files.

ARTICLE 73. Equal treatment. The Company's workers and teleworkers shall have the same rights, obligations and guarantees. Teleworkers shall not lose any rights due to such status. Such equal treatment includes:

- 1. The teleworkers' right to establish and join the organizations of their choice and to participate in their activities.
- 2. Protection against employment discrimination.
- 3. The protection of the social security system (General Pensions System, General Healthcare Social Security System, and Occupational Risks insurance), pursuant to the provisions of Law 100/1993 and any provisions that amend or supplement it, or the provisions that regulate special regimes.
- 4. Remuneration.
- 5. The protection of special social security regimes.
- 6. Access to information.
- 7. Protection for maternity. Female teleworkers shall have the right to return to the same work position or an equivalent position with the same remuneration at the end of their maternity leave.
- 8. Respect for the teleworker's right to intimacy and privacy.

ARTICLE 74. Contributions to the Comprehensive Social Security System. Teleworkers shall be affiliated to the Comprehensive Social Security System. The contributions shall be made through the Integrated Contributions Settlement Platform (PILA, for the Spanish original).

During the term of their employment relationship, Teleworkers with a dependent relationship will be affiliated by the Company to the social security health, pensions and occupational risk insurance system, pursuant to the provisions of Law 100/1993 and any provisions that amend, supplement or replace them, or the provisions that regulate special regimes. They will also be affiliated by the Company to the Family Compensation Funds in the terms and conditions established by law on this matter.

ARTICLE 75. The following are the commitments of the parties in connection with the equipment, applications, documentation and supplies provided by the Company:

- 1. Teleworkers shall be directly and personally responsible for any items they are provided. Said items must be used exclusively by the teleworkers to provide their services in performance of their employment contracts with the Company.
- 2. Teleworkers must obey any specific instructions issued by the Company on the adequate use of the equipment and programs, and the administration of such items shall be one of the work obligations of the teleworker.
- 3. Teleworkers must ensure the adequate use of the equipment and programs to avoid any damages.
- 4. Any user names and passwords provided to the teleworkers to use the equipment and programs they were provided are non-transferable and for the exclusive use of the teleworkers.
- 5. The teleworkers must maintain the confidentiality and reserve of the passwords they are provided to access the equipment and programs.
- 6. Allow the Company to perform the necessary controls to access the information they require, and such controls shall not be interpreted as a violation of any rights of the teleworker.
- 7. Maintain the confidentiality and reserve over any information they become aware of during performance of their duties.
- 8. Any others contained in the policies, procedures and regulations adopted by the Company for the implementation of teleworking.

CHAPTER XX OTHER FORMS OF WORK ORGANIZATION

ARTICLE 76. In addition to providing their service on site and through teleworking, the Company may use other forms of labor organization, such as Work from Home (Law 2088/2021 and any provisions that amend or replace it), Remote Work (Law 2121/2021 and any provisions that amend or replace it) or any other form or labor organization established in applicable regulations at the time it is used.

PARAGRAPH. For the effects of implementing any of the forms of labor organization, the Company must comply with all legal requirements and adopt the policies, regulations or procedures required to this effect.

CHAPTER XXI PUBLICATIONS

ARTICLE 77. These Work Regulations must be posted on bulletin boards at two (2) different locations of the Company, or in each of its facilities, and workers shall be informed of its contents by means of internal communications.

CHAPTER XXII EFFECTIVE DATE

ARTICLE 78. These regulations shall become effective as of the date of their publication.

CHAPTER XXIII FINAL PROVISIONS

ARTICLE 79. As of the effective date of these Regulations, the provisions of the previous regulations shall become ineffective.

ARTICLE 80. In the event any of the regulations referenced in these Regulations is amended, the provisions of the new law shall apply, and will not necessarily imply amending the text of these Regulations.

CHAPTER XXIV INEFFECTIVE CLAUSES

ARTICLE 81. Any clauses that impair the workers' conditions compared to the provisions of laws, individual contracts, pacts, collective bargaining agreements or arbitration awards shall be ineffective, and shall be replaced for whichever provision is more favorable to the worker (Article 109, SLC).

Signed on the twenty-third (23rd) day of the month of December, 2021.

[Illegible Signature]
JUAN RICARDO ORTEGA LÓPEZ
President