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1 OBJECTIVE

1.1 Proeza, and all its Collaborators must conduct all of the Company's business in compliance with Mexican anti-corruption laws and anti-corruption laws that are applicable in other jurisdictions.

1.2 This policy aims to set forth the mandatory requirements related to the prevention of corruption activities, and includes, among other matters, mandatory policies relating to dealings with Government Officials, Third Parties, Business Partners and suppliers; explains various practices of the Company, such as anti-bribery practices, management of books management and accounting records; and describes the appropriate way of handling contributions to political parties and charitable organizations.

1.3 This policy prohibits all corrupt, undue or improper payments to Government Officials. That is, the policy prohibits offering to pay, paying, promising to pay, or authorizing the payment of money or anything of value, directly or indirectly, to a local or foreign Government Official in order to influence any act or decision of a Government Official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business.

2 SCOPE

2.1 Proeza and all its Collaborators must conduct all of the Company's businesses with the highest level of integrity, in accordance with the Code of Conduct, this Anti-Corruption Policy, and the other Proeza policies that constitute the Integrity Policy, as well as with the laws, regulations and other relevant provisions in the fight against corruption, both national and international.

2.2 This Anti-Corruption Policy is applicable to all Collaborators. Compliance with the Anti-Corruption Policy is mandatory for all Collaborators.

3 DEFINITIONS

3.1 **Proeza:** Grupo Proeza, S.A.P.I de C.V., and its affiliates and subsidiaries

3.2 **CCO:** the Chief Compliance Officer.

3.3 **CEC:** Ethics and Compliance Committee.

3.4 **Collaborator:** collaborators, counselors, directors, officers, advisors, representatives, Third Party Intermediaries, and Business Partners of Proeza, including any person or entity representing Proeza.

3.5 **Code of Conduct:** Company Code of Conduct.

3.6 **Anti-Corruption Policy:** this anti-corruption policy.

3.7 **Family:** An immediate family member by blood or adoption, including parents, grandparents, siblings, children, and grandchildren; or by affinity, including spouses, domestic partners (equivalent to husbands), sons-in-law, daughters-in-law and brothers-in-law.

3.8 **Government Official:** Any public servant, government collaborator or official, member of a public international organization, or any person acting in an official capacity on behalf of or on behalf of such Government, or on behalf of or on behalf of any public international organization. Government official includes:

- I. An elected or appointed official of the Government;
- II. An collaborator of a state entity or a state-owned or a state-productive enterprise;
- III. An collaborator of a government-funded entity;
- IV. An collaborator or person acting on behalf of or on behalf of a Government Official, agency, government agency or enterprise performing a governmental function, such as a consultant or agent hired by a government agency to handle certain tasks;
- V. A person acting for or on behalf of a Government - even temporarily;
- VI. An official, collaborator or person acting for or on behalf of a political party or candidate for public office;
- VII. An official or collaborator of an international organization (for example, the United Nations, the World Health Organization, and the International Monetary Fund);
- VIII. A Relative or economically dependent of any of the persons or officials identified above; and
- IX. A political party, such as the National Action Party (PAN), the Democratic Revolution Party (PRD), the Institutional Revolutionary Party (PRI) or any other political party.

3.9 **Government:** All agencies, entities, bodies and other organizations at all levels or subdivisions of government, whether federal, state, local, municipal, regional or national, belonging to the executive, legislative or judicial branches.

3.10 **Other Suppliers:** suppliers that provide products or services other than the main line of business of the Company and that are not Business Partners, suppliers or Third Party Intermediaries.

3.11 **Suppliers:** All Business Partners; including partnership, joint venture, suppliers, and Third Party Intermediaries of the Company.

3.12 **Third Party Intermediary:** Includes all service providers, agents, consultants, distributors, contractors or other individuals or entities hired to assist the Company in any activity or business that requires or involves an interaction with a Government Official on behalf of the Company;

4 GUIDELINES

4.1 Anti-corruption laws in Mexico

- I. Proeza is subject in the matter of combating corruption to compliance with national laws, and may become subject to the enforcement of foreign laws in this matter.
- II. Bribery is prohibited by both criminal laws and administrative laws at federal and state level. Mexican laws prohibit behaviors mentioned below, commonly associated with corruption.
- III. In the event that there is an inconsistency between what is established in this Anti-Corruption Policy and what is established in any law, what is established in the law will prevail and it must be obeyed.
- IV. The individual commits a bribery offense when they, promise or deliver any benefit to a Government Official, either from their own or from a foreign country, to make or omit an act related to his functions, to his job, office or commission.
- V. Incurring in the offense of bribery will be punished with imprisonment, fine, confiscation of instruments, objects or products of crime, dissolution of the company, or others established in criminal laws.
- VI. In Mexico, the National Anti-Corruption System coordinates the efforts of all government bodies committed to the fight against corruption at the Federal, State and Municipal scope.
- VII. The individual commits a bribery offense when they promise, offer or deliver any undue benefit to one or more Government Officers, directly or through third parties, in exchange for the Government Officers performing or refraining from performing an act related to their functions or those of another Government Officers, as well as, abuse their real or supposed influence, with the purpose of obtaining or maintaining, for themselves or for a third party, a benefit or advantage, regardless of the acceptance or receipt of the benefit or the result obtained. Likewise, some legal entities such as Mexico, establish that legal persons may also be subject to criminal liability, a fine, temporary disqualification to participate in acquisitions, leases, services or public works, suspension of activities, compensation for damages caused to the Public Federal Treasury, local or municipal, or the assets of public entities.
- VIII. There are also a series of acts that are considered linked to serious administrative offenses, so that their commission will be sanctioned.
- IX. Both by legal provision and by Company policy, it will be prohibited at any time to perform any of the following acts:
 - a) Unlawful participation in administrative proceedings. It occurs when an individual performs acts or omissions to participate in them, whether federal, local or municipal, when they are prevented from performing such acts by provision of law or resolution of competent authority.
 - b) Influence trafficking to induce authority. The individual who uses his influence, economic or political power, real or fictitious, on any Government Official, with the purpose of obtaining for himself or for a third party a benefit or advantage, or to cause damage to any person or public service, regardless of the acceptance of the Government Official or the result obtained.

- c) Use of false information. The individual that simulates the fulfillment of requirements or rules established in the administrative procedures, with the purpose of obtaining an authorization, a benefit, and an advantage or of harming any person.
- d) Collusion. It occurs when an individual who executes with one or more private individuals, in matters of public procurement, actions that imply or have as their object or effect to obtain an undue benefit or advantage in public contracts of a federal, local or municipal nature.
- e) Misuse of public resources. It occurs when an individual performs acts through which he/she appropriates, misuses or deviates from the purpose for which public resources are provided, whether material, human or financial, when for any circumstance, he/she manages, receives, administers or has access to these resources.
- f) Improper hiring of former Government Official. This occurs when an individual hires someone who has been a Government Officer during the previous year, who possesses privileged information that he has directly acquired on the occasion of his employment, position or commission in the public service, and directly allows the contractor to benefit from the market or be placed in an advantageous situation in front of its competitors.

4.2 Other International Laws, FCPA and UKBA.

- I. Other international laws, such as the *Foreign Corrupt Practices Act* of the United States of America (FCPA) and the *United Kingdom Bribery Act* (UKBA), include criminal and civil penalties against individuals and companies that bribe or offer bribes to Government Officials and require that companies keep books, records, and accounts sufficiently detailed to accurately reflect the transactions made, and that they implement a system of internal accounting controls that ensures that transactions are executed as authorized by the administration and that they are recorded adequately.
- II. It is prohibited to promise or offer, directly or indirectly, a payment or anything else of value to a Government Official to influence that Government Official or to induce said Government Official to use his influence to affect a Government decision, in order to obtain or retain business or obtain an undue commercial advantage. An "undue advantage" can be, for example, favorable tax or regulatory treatment, or any government decision that can help Proeza in some way.
- III. "Anything of value" is not limited to the delivery of money. It may also include, for example, giving a gift to the son or daughter of a Government Official, paying for inappropriate travel or entertainment for a Government Official, or choosing a provider in which a Government Official has an economic interest.
- IV. The size or value of the item provided is not the determining factor; but the intention of the party that provides the item of value. If a small article is provided to a Government Official, but the collaborator who provides the article does so in order to obtain an undue advantage for the company in which he works, it could be seen as an act of corruption.
- V. These prohibitions cover acts may be made indirectly (for example through a Third Party Intermediary).

- VI. If there is any doubt about whether any particular law conflicts with this Anti-corruption Policy, the law will prevail and must be followed. Any questions concerning the application or interpretation of this Anti-corruption Policy or a specific law should be directed to the CEC.

4.3 Entertainment, Hospitality, Promotions and Other Business Courtesies

- I. Entertainment expenses, hospitality, promotions and other business courtesies are not prohibited by this Anti-Corruption Policy, to the extent that they are permitted by relevant laws. This includes dinner invitations and end of the year gifts.
- II. Proeza prohibits its collaborators from providing business courtesies of any value to any individual if this is done illegally or in violation of the provisions of this Policy, including Government Officials, in exchange of that person taking measures that may benefit Proeza.
- III. Any questions about the convenience or legality of providing certain business courtesies should be directed to the CEC, CCO or to Proeza's Compliance Officers.
- IV. Proeza may cover reasonable costs of travel and/or accommodation for Government Officials under very specific circumstances: i) when the trip is necessary for the performance and execution of a contract between Proeza and the Government entity to which the Government Official belongs to, or ii) when it is in relation to the promotion of Proeza products or services, provided that payment is permitted by relevant laws. In all other cases, the Company will not pay the travel and/or accommodation expenses of a Government Official.
- V. In general, Proeza does not pay the travel or accommodation expenses of its clients, but there are times when Proeza can cover the travel and accommodation expenses of its clients, provided that they are not Government Officials.
- VI. Under no circumstances should a private or executive aircraft be used for the transfer of a Government Official. In addition, all travel and accommodation expenses must be paid directly to the carrier and the hotel.
- VII. From time to time, Proeza invites its Collaborators, clients and other persons to events; some of the invitees may be Government Officials.
- VIII. As a general rule, the Company does not permit event invitations directed to particular Government Official, or to a group of Governments Officials. However, in exceptional occasions, inviting Government Officials to events is permitted in order to promote goodwill between the parties, provided that there are no improper purposes. The expense report with the receipts attached, must indicate the "who, what, where and why" including full information on the names and positions of Government Officials'. Under no circumstances will Proeza pay for a family members or friend of a Government Official.
- IX. Proeza Collaborators who have personal relationships with Government Officials are not prevented from socializing with them. However, Proeza will not reimburse the expenses incurred for these relationships.
- X. Requests for payment or reimbursement must be made by the Proeza's Collaborator who is responsible for the interaction, they must be supported by documentation that justify the payment, including receipts

or invoice with sufficient detail on the payment's purpose, and they must be made in accordance with Proeza's policies and procedures.

- XI. All Contributors must immediately report to the CEC, the CCO, the Compliance Officers, and/or through the Transparency Line, any conduct that is inconsistent with this policy.

4.4 Third Party Intermediaries, Business Partners, and Suppliers

- I. The Third Party Intermediaries, Business Partners and suppliers of the Company must comply with this Anti-Corruption Policy and the universe of policies that make up the Proeza Integrity Policy.
- II. In all contracts that Proeza enters into with suppliers, Third-Party Intermediaries that carry out activities in the Federal, Local or Municipal scope, as well as with their Business Partners; they must always include the anti-corruption clause that accompanies this Policy as **Exhibit A**. Any modification to this clause must be approved by the CEC, CCO or the Compliance Officers.

4.5 Extortion and Security Payments

- I. If a Government Official requests a payment from any Proeza Collaborator and that individual reasonably believes that failure to make the payment would result in imminent damage to their health or safety, or to the health or safety of their family members, then the request will be considered as an "extortion" and the request for such extortion must be reported immediately to the CEC and such payment must be accurately reported in the Proeza's accountable books and records. Threats to business, financial or other interests do not justify improper payment.

4.6 Books and Accounting Records

- I. Compliance with Proeza's accounting and internal control procedures is mandatory. The accounting books and records will be prepared and maintained at all times in accordance with the relevant accounting laws and regulations. Accounting records, expenses, expense reports, invoices, vouchers, gifts, business entertainment and other business expenses must be reported and recorded accurately. False or misleading records or invoices are prohibited.
- II. Each and every one of the payments made on behalf of or by Proeza may only be made if they are made in accordance with internal control requirements. In addition, you must invariably include the full support documentation and the purposes specified in that documentation. These payments must be registered in accordance with the applicable corporate procedures. Undisclosed or unregistered payments or assets are strictly prohibited.

4.7 Charitable Contributions and Donations

- I. The Company may make donations to charitable organizations. However, such donations will not be allowed when: (i) they are at the request of a Government Official or (ii) a Government Official participates in the administration of said organizations.

4.8 Political Contributions

- I. Proeza's political contributions to candidates or political parties are prohibited. Proeza will not make any direct or indirect contribution in any way to political parties, movements, committees, political and trade union organizations, nor to their representatives and candidates, except for those specifically provided for by the relevant laws and regulations that so require. The foregoing does not limit the ability of Proeza Collaborators to make donations to candidates or political parties in their individual capacity and without being fully or partially reimbursed by the Company for such donations or personal contributions.

4.9 Facilitation Payments or Out of Legal Requirement

- I. In some countries, it may be the local practice to make a payment of nominal value to a low-level foreign government official in order to expedite or "facilitate" routine government actions over which the Official has no discretion. Examples include providing police protection or mail service, processing visas, or supplying public services like phone service, power, and water. Facilitation payments are prohibited by this Policy.

4.10 Avoiding Bribery in the Private Sector

- I. Bribery in the private sector is strictly prohibited. It is Proeza's policy to never provide bribes or improper payments to anyone, regardless of whether they are Government Officials or not. Reasonable expenses to establish business relationships with people who are not Government Officials are allowed, as long as the payment is transparent, it is not intended to obtain an undue advantage, and is made in accordance with Proeza's policies.

4.11 Requests on Anti-Corruption Issues

- I. All requests for information and/or documents by government entities, national or foreign, in relation to investigations under Relevant Laws or other corruption investigations must be submitted to the CEC before making any response or admission.

4.12 Joint Ventures and Associations

- I. Before entering into any agreement with a *joint venture* or Business Partner that has relations with Government Officials, the CEC must carry out the audit with respect to potential Business Partners.
- II. In addition, any contract with a *joint venture* or Business Partner that has relations with Government Officials will require companies to comply with the Code of Conduct, this Anti-Corruption Policy, and other Company policies.

4.13 Anti-Corruption Training

- I. Proeza will provide basic training on admission and on an annual basis or, when there is legislative progress in the matter in order to remind and update Collaborators, in anti-corruption matters in accordance with the provisions of the Training Program and Communication Integrity Policies.

4.14 Compliance and Monitoring of the Anti-Corruption Policy

- I. Compliance with this Anti-Corruption Policy is mandatory and is vital to Proeza's business interests. All Proeza Collaborators acting on behalf of the Company are obliged to:

- a) Know, understand, and comply with the provisions of this Anti-Corruption Policy;
 - b) Apply this Anti-Corruption Policy in the performance of all its responsibilities and activities related to the Company;
 - c) Supervise compliance with this Anti-Corruption Policy by other Collaborators with whom they work with;
 - d) Maintain and retain any specific evidence of compliance required, such as payment receipts; and
 - e) Cooperate fully with any audit or investigation related to possible violations of the Anti-Corruption Policy.
- II. The Coordinators of each area within the Company have the additional responsibility of:
- a) Ensure that their subordinates know and understand this Anti-Corruption Policy;
 - b) Take measures to prevent violations; and
 - c) Establish methods to determine if violations have occurred.
- III. Proeza has designated a CEC, in charge of monitoring the operation, effectiveness and continuous compliance with the Anti-Corruption Policy, including performing periodic audits or compliance reviews, as well as resolving any queries or doubts that may arise in relation to the content, interpretation, application or compliance thereof. The CEC will have access to the information and documents of the Company that are necessary for the proper exercise of its functions, including the minutes of the administration, supervision and control bodies of Proeza. All Proeza Collaborators must provide the CEC with the help required for the proper exercise of their functions.
- IV. The CEC may request the advice of external professionals in order to carry out an anti-corruption review at least every two years. The review should include:
- a) Review of applications, approvals and payments to Intermediary Third Parties;
 - b) Review of meals, gifts, trips, payments to Government Officials; and
 - c) Review of the documentation that covers specific payments made by the Company.

4.15 Violations and Disciplinary Measures

- I. Any collaborator who violates any provision of this Anti-Corruption Policy, conceals or destroys evidence of another person's violation, does not disclose information or refuses to cooperate with an audit or investigation of a possible vulnerability will be subject to the appropriate disciplinary action, including the termination of the employment contract in the case of collaborators, in terms of the law and the provisions of the applicable contract; as well as the termination of the contractual relationship, and/or the exercise of civil or criminal actions, in the case of Business Partners.
- II. The Code of Conduct specifies the disciplinary measures corresponding to Proeza collaborators.

4.16 Reporting Suspected Violations

- I. Collaborators have the responsibility to report suspected violations of this Anti-Corruption Policy and can do so without fear of reprisals. Collaborators must report suspected violations on the Transparency Line, or their supervisor, the CEC, the Legal area or Human Resources. In addition, collaborators can also contact the Company Transparency Line. Provided that the Relevant Laws permit it, reports, complaints and concerns can be made anonymously.
- II. Failure to report such information is cause for disciplinary action against the collaborator.
- III. This Policy contains guidelines that the Company expects from its advisors, representatives, Collaborators, suppliers and Business Partners, so its application derived solely and exclusively from the relationship that exists or may exist between the Company and the same, so This Policy does not imply any subordination or labor relationship between the Company and its advisors, representatives, Collaborators, suppliers and Business Partners, nor the staff of the latter.

4.17 Modifications

- I. Any amendments made to this Anti-Corruption Policy must be reviewed and approved by the CEC.
- II. Any creation or modification of a policy related to this Anti-Corruption Policy shall be reviewed and approved by the CEC.

5 CONTACT INFORMATION

5.1 To make any query or comment related to this Anti-Corruption Policy, you must contact the Legal area:

6 REVIEW AND APPROVAL

Version	Revision Date:	Created By	Revised by
2	April 16th, 2020	Manuel Alejandro Herrera Rábago Corporate Lawyer	Fernando Pérez Valdés Co. Corporate Law
Signatures		<i>Manuel Alejandro Herrera Rábago</i> <small>82B27B56AA6255DC82F515A069A8DB25 contractworks</small>	<i>Fernando Pérez Valdés</i> <small>9F523F34962023369B67E6CDD5A13 contractworks</small>
		Internal Control	Authorized By
		Gerardo Javier Sepúlveda Ayala Co. Internal Control	Nicolás Villarreal Martínez CEC Delegate and Co. Proeza Legal
Signatures		<i>Gerardo Javier Sepúlveda Ayala</i> <small>B245E8D208845178F6689466296133D8 contractworks</small>	<i>Nicolas Villarreal Martinez</i> <small>8709B1D8703625ACE33F848BA4E45A1B contractworks</small>
Change Control			
Version	Date	Description of the change	

2	April 16th, 2020	Since Proeza has operations in various locations of the world, including Brazil, Argentina and the United States, the Anti-Corruption Policy was modified in order to maintain homogeneity with the regulations in said jurisdictions. In other words, the changes were necessary so that, in addition to complying with Mexican legislation, it also complied with the regulations on combating corruption in Brazil, Argentina and the United States.
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7 RELATED DOCUMENTS

- 7.1 Code of Conduct.
- 7.2 Criminal and Administrative Risks Matrix.
- 7.3 Transparency and Publicity Mechanisms.
- 7.4 Organization and Management Model for the Prevention of Administrative and Criminal Risks.
- 7.5 Protocol of Attention to the Transparency Line.
- 7.6 Audit Policy.
- 7.7 Compliance Policy.
- 7.8 Conflicts of Interest Policy.
- 7.9 Policy of Contracting Third Parties and Veto of Suppliers.
- 7.10 Talent Incorporation Policy.
- 7.11 Integrity Policy.
- 7.12 Powers of Attorney Policy.
- 7.13 Cu Program Audit and Monitoring Program
- 7.14 Integrity Policy Training and Communication Program.
- 7.15 Protocol of Attention to Incidents.

8 EXHIBITS

- 8.1 Anti-corruption clause.
- 8.2 Acknowledgment of Receipt and Conformity.

Exhibit A

Anti-corruption clause.

(a) Regardless of the Applicable Law, (i) [INSERT NAME] at all times will conduct its business, and the purchase, storage, handling, distribution and sale of products complying with all Municipal, State, Federal and General laws, as well as other applicable provisions, including those on taxes and the prohibition of corruption, bribes and offer of incentives to Public Servants or Government Officials, [such as the laws of the National Anti-Corruption System in Mexico, including but not limited to the General Law of the National Anti-Corruption System and General Law of Administrative Responsibilities, and the laws of other countries with extraterritorial scope, such as the *Foreign Corrupt Practices Act* ("FCPA")], and any other similar laws applicable to Parties and Related Parties in combat, prevention or punishment of corruption or bribery (in conjunction together, the "Applicable Laws"); (ii) will not cause at any time the Company to be in violation of any of the Applicable Laws, nor will it damage the reputation of the Company or any of its products; and (iii) comply with all Applicable Laws regarding the protection of registered trademarks exclusively for the benefit of the Company and its related companies, subsidiaries and representatives.

(b) It must comply with the best anti-corruption practices, as well as with the sanctions and policies, procedures and guidelines on money laundering prevention, which must include, at a minimum, the standard anti-corruption policies and procedures to be implemented by the Company and delivered to the Business Partner, third party intermediary or supplier. It will ensure that its collaborators, personnel, each subcontractor and each collaborator and personnel of each subcontractor comply with these policies, procedures and guidelines.

(c) The Business Partner, third party intermediary or supplier declares that neither he, nor any of its related or affiliated companies, or any of its executives, managers, directors, collaborators or agents or those of said related or affiliated companies (jointly, "Associates") (i) is a Blocked Person (as defined below), or (ii) will influence illegally or improperly on behalf of the Company. Neither the Business Partner, third party intermediary or supplier or any of the Associates will make or offer, directly or indirectly, a payment, or promise to pay or authorize the payment, offer gifts or promise to give gifts, or authorize giving anything of value to influence an action or decision (including a decision not to act) of an Official of any Government or to induce a Government Official to use its influence to affect government actions or decisions in order to help the Company or the Business Partner to obtain, keep or attract customers. For the purposes of this contract, "Blocked Person" means and includes any of the following: [(A) the Government of any country subject to embargo imposed by the Government of the United States, any entity located in, or organized under the laws of said country, and any individual who ordinarily resides in said country, in each case, when said embargo prohibits any of the transactions contemplated in this contract,] or (B) the persons identified, by any Government or authority under the laws applicable as a person with whom the Company or any of its related or affiliated companies is prohibited or restricted from negotiating or conducting operations, [including persons designated on the OFAC's List of Specially Designated Nationals (*OFAC's Specially Designated Nationals*) and the *List of Blocked Persons* or any other list of blocked persons established by OFAC, the Consolidated List of Persons, Groups and Entities subject to Economic Sanctions of the European Union issued by the European Union (*Consolidated List of Persons, Groups and Entities subject to EU Financial Sactions*), the Consolidated List of Sanctions of the UN's Security Council issued by the United Nations Organization (*Consolidated United Nations Security Council Sanctions List*), the *Consolidated List of*

Targets issued by the United Kingdom Department of Finance or on any other sanctions lists that in its they are issued by any government authority.]

(d) The operations of the Business Partner and any of the related parties that are related to the fulfillment of the contract have been and will be conducted at all times in compliance with the Applicable Laws regarding the reporting and maintenance of financial information, currency transmission and prevention of money laundering, as well as all the rules relating to “customer knowledge” (*know your customer*) and any other applicable regulations, [including, but not limited to, the Patriot Act (*US Patriot Act*) of 2001 (Pub. L. No. 107-56), the *U.S. Money Laundering Control Act* of 1986, as amended,] the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin is in force. In the event that the Business Partner submits any information or reports to a government authority, the Business Partner must immediately notify the Company and provide copies of it.

(e) The Business Partner will immediately notify the Company of any information about an alleged violation of any of the Applicable Laws by the Business Partner, third party intermediary or supplier or its collaborators, the Company or its collaborators, or by any other person in relation with this contract.

(f) The Business Partner, third party intermediary or supplier will keep in writing books and accurate records on all activities carried out and charges made to the Company. The persons that the Company designates in writing may inspect and audit, at any time and with prior notice, all financial books, supporting documents or others of a commercial or technical nature that in any way relate to this contract. Said revisions and inspections will be carried out prior written notification to the Business Partner at least three (3) business days in advance, and will be carried out on business days and working hours. The Business Partner, supplier or intermediary third party agrees that these audit rights will include, but are not limited to, reasonable access to books, records and emails, as well as interviews with collaborators, officials and staff who have knowledge of the relevant facts.

(g) The Business Partner, third party intermediary or supplier, is obliged to make its representatives, officers, managers and collaborators as well as each subcontractor, and each of their representatives, officers, managers and collaborators, to interact with Officials of Government, participate in training sessions given by each of them to train these representatives in the field of Applicable Laws, prior to the start of services. The Business Partner, third party intermediary or supplier, will have said representatives record their participation in said training sessions through the signing of certificates that must be delivered to the Company. The Company will be empowered to evaluate, directly or indirectly, the practices, control and level of compliance of the Business Partner, third party intermediary and suppliers, as well as their representatives, officers, managers and collaborators.

Failure to comply with Subsections (a) to (e) above by the Business Partner, third party intermediary or supplier, as well as any of its subsidiaries will be considered a breach of this contract, which cannot be remedied and that will entitle the Company to terminate this contract. In the event that the Company, based on any source of information, has any concerns regarding compliance with ethical standards or Applicable Laws, the Company will have the right to request that the necessary reasonable measures be taken, including replacing the related party by a person or entity acceptable to the Company.

Acknowledgment of Receipt and Conformity.

I have received a copy of the Anti-Corruption Policy, which I have read and understood, and I undertake to give it exact compliance, as well as the procedures, policies, and other requirements contained therein. In case of doubt I will contact the CEC to discuss it and obtain the correct interpretation of its provisions.

I further certify that I will not pay, or promise to pay, offer or authorize any payment, or give, promise to give, offer or authorize the delivery of anything of value to any Government Official for the purpose of corrupting any act or government decision in a corrupt manner or to obtain an undue benefit for Proeza.

I further agree to immediately inform the Company of any violation of which I become aware.

Name and Surname (In print)

Signature

Date