



**TRANSPARENCY AND BUSINESS ETHICS PROGRAM OF  
CARBOCOQUE GROUP**

**C.I. CARBOCOQUE S.A.**  
TAX ID .: 830.043.084-4

**COLUMBIA COAL COMPANY S.A.**  
TAX ID .:832.010.019-0

**INDUCARBÓN LTDA.**  
TAX ID .: 860.354.025-3

**BOGOTÁ, MAY OF 2023**

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## CONSIDERATIONS

- a. C.I. Carbocoque S.A. is a commercial company identified with Tax Id 830.043.084-4, constituted through Public deed number 0001030 dated march 25th of 1998 of the 45th Notary of Bogotá D.C., registered in IX Book of the Chamber of Commerce of Bogotá on march 27<sup>th</sup> of 1998 (“Carbocoque”).
- b. Columbia Coal Company S.A. is a commercial company identified with Tax Id 832.010.019-0, constituted through public deed number 0000880 dated october 7th of 2003 of the 1st NBotary of Ubaté - Cundinamarca, registered in IX Book of the Chamber of Commerce of Bogotá on November 21<sup>st</sup> of 2003 (“Columbia”).
- c. Inducarbón Ltda. Is a comercial company identified with Tax Id NIT 860.354.025-3, constituted through public deed number 4733 dated august 13th of 1986 of the 6th Notary of Bogotá D.C., registered in IX Book of the Chamber of Commerce of Bogotá on October 7<sup>th</sup> of 1986 (“Inducarbón”).
- d. Carbocoque, Columbia and Inducarbón, form a business group (“Carbocoque Group”) dedicated to carrying out a mining project that mainly includes the following activities: exploration, exploitation, transportation, import and export of any type of mineral. Carry out foreign trade operations, as well as the promotion and marketing of Colombian products in foreign markets, especially coal and coke. (“Mining Project”). The above, in accordance with the provisions of article 28 of Law 222 of 1995.
- e. The Colombian State, through the Superintendency of Companies, promotes among companies subject to its supervision, such as those that make up the Carbocoque Group, the adoption of programs related to transparency and business ethics, to prevent corrupt behavior and/or transnational bribery. In some cases it is optional for companies to adopt these programs, while in other cases their adoption is imperative. The above, in accordance with the provisions of article 23 of Law 1778 of 2016, with article 28 of article 7 of Decree 1736 of 2020 and with the other regulations that complement or modify them.
- f. The Superintendency of Companies issued the External Circular 100-000011 dated august 9th of 2021, through which it provides administrative instructions and recommendations to companies, regarding the adoption of transparency and business ethics programs, internal mechanisms (“External Circular”).
- g. Due to the level of assets and activities of Carbocoque and Columbia, both companies are obliged to adopt a transparency and business ethics program (“PTEE”). The above, in accordance with what is stated in article 4 of the External Circular.
- h. To comply with the External Circular, the Carbocoque Group, which includes Inducarbón, will jointly adopt a single PTEE, ensuring the improvement of good

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business practices and contributing to the promotion of free competition in Colombia and in the countries where the Carbocoque Group carries out commercial operations.

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## DISPOSITIONS

### 1. Definitions.

1.1. The words that are with the initial in capital letters in the body of the PTEE, expressed in singular or plural, as applicable, have the meaning assigned to them in this provision..

1.1.1. **Administrators:** They are the members of the Board of Directors and legal representatives, in accordance with the provisions of article 22 of Law 222 of 1995.

1.1.2. **Carbocoque:** It is the commercial company identified in consideration a. of the PTEE.

1.1.3. **External Circular:** It is the circular identified in consideration f. of the PTEE.

1.1.4. **Colaborators:** Are individual persons who have a current employment relationship with any of the companies part of the Carbocoque Group, supported by an employment contract that can be for a defined or indefinite term.

1.1.5. **Columbia:** It is the commercial company identified in consideration b. of the PTEE.

1.1.6. **Conflicts of Interests:** These are situations that may arise when the simultaneous satisfaction of two interests is not possible, namely: that of the individual and that of the Carbocoque Group, either because the interest belongs to the first party or to a third party. A conflict of interest also exists if the individual has an interest that could cloud his or her objective judgment in the course of a given operation, as well as when circumstances arise that create a real risk that the individual's judgment will be compromised.

1.1.7. **Contractor:** They are individual or legal persons who provide a specific service in a service provision contract, signed with one of the companies of the Carbocoque Group.

1.1.8. **Corruption:** These are all behaviors aimed at one, several or all of the Carbocoque Group companies benefiting, or seeking a benefit or interest, or being used as a means to commit crimes against the public administration (articles 397 and following Law 599 of 2000), or public assets, or in the commission of Transnational Bribery conduct (article 2 Law 1778 of 2016).

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1.1.9. **C/ST:** Means *Corruption and Transnational Bribery*.

1.1.10. **Due Diligence:** It is a set of procedures that the Carbocoque Group must carry out, with the purpose of verifying that all persons, individuals or legal entities, national or foreign, of a civil, commercial, State or mixed nature, who have a legal or contractual, labor relationship, civil, commercial or of any other nature, with any of the companies of the Carbocoque Group, were not or are not immersed in ML/FT/PADM, C/ST activities and, in general, in illicit activities in the country or abroad. Due diligence procedures allow the Carbocoque Group to make preventive or corrective, timely and responsible decisions to protect the *Goodwill* or prestige of each of the Carbocoque Group companies and their corresponding Mining Project.

1.1.11. **Recipients:** They are all individual or legal persons, national or foreign, of a civil, commercial, State or mixed nature, who have a legal or contractual, labor, civil, commercial or any other nature, with any of the companies of the Carbocoque Group. They must know, understand and apply the PTEE, at least during its validity and while the legal or contractual link subsists, as appropriate.

1.1.12. **Carbocoque Group:** Is the business group defined in the consideration d. of the PTEE.

1.1.13. **Inducarbón:** Is the business group defined in the consideration c. Of the PTEE.

1.1.14. **LA/FT/PADM:** Means *money laundering, financing of terrorism and proliferation of weapons of mass destruction*.

1.1.15. **Applicable Law:** In general, it is the set of laws, decrees, resolutions, circulars and any other current regulation that is part of the Colombian legal system. In particular, those that are related to the description, prevention or consequences of ML/FT/PADM, C/ST behaviors and with the adoption, interpretation and execution of the PTEE in Colombia, as well as those that determine its structure and content. It also includes the international regulatory framework and standards to combat corruption, reflected in the Convention to Combat Bribery of Foreign Public Officials in International Commercial Transactions, the Inter-American Convention against Corruption of the Organization of American States - OAS, the Criminal Convention on Corruption of the Council of Europe, the Civil Convention on Corruption of the Council of Europe, the African Union Convention to Prevent and Combat Corruption and the United Nations Convention against Corruption (UNCAC).

1.1.16. **Risks Matrix:** It is a document that complements the PTEE, where the C/ST Risks are identified, qualified and measured, to which the companies part of the Carbocoque Group are exposed.

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- 1.1.17. **Compliance Officer:** Is the person designated by the Board of Directors of Carbocoque, responsible for the audit and verification of compliance with the PTEE.
- 1.1.18. **Compliance Policies:** These are all the codes, manuals, programs and regulations of the Carbocoque Group, created to promote and strengthen good business practices and corporate governance. Within the compliance policies are the PTEE and the SAGRILAF Manual, whose purpose is to discipline, mainly, processes of identification, measurement, control and monitoring of LA/FT/PADM, C/ST risks and, at a general level, activities illegal acts that harm the Carbocoque Group or Third Parties.
- 1.1.19. **Mining Project:** Is the described in the consideration d. of the PTEE.
- 1.1.20. **Suppliers:** They are those who regularly, directly or indirectly, offer, supply, distribute or market products to the Carbocoque Group.
- 1.1.21. **PTEE:** Means *transparency and business ethics program*.
- 1.1.22. **RIT:** Mean *internal regulations of work*.
- 1.1.23. **Risk:** It is the possibility of losses or damages that the Carbocoque Group companies may incur, due to various factors.
- 1.1.24. **Transnational Bribery:** It consists of any of the companies that make up the Carbocoque Group, through one or more Collaborators, Contractors, Administrators or Partners, its own or any legal entity part of the business group give, offer, or promise, to a foreign public servant, directly or indirectly, sums of money, any object of pecuniary value or other benefit or utility, in exchange for the foreign public servant; performs, omits, or delays any act related to the exercise of its functions and in relation to an international business or transaction.
- 1.1.25. **Partners:** Are the individuals or legal entities that are registered in the shareholder registry book of Carbocoque or Columbia, or in the partner registry book of Inducarbón.
- 1.1.26. **Third Party:** It is any individual or legal person, national or foreign, of a civil, State commercial or mixed nature, that is not part of the internal structure of any of the companies that make up the Carbocoque Group, which may or may not have a legal, commercial or any other relationship with any, several or all of the Carbocoque Group companies.

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The other words of the PTEE will be understood by their natural and obvious meaning, in accordance with the provisions of article 28 of the Civil Code.

2. **Object.**

- 2.1. Establish a set of principles, policies, rules, and procedures focused on guaranteeing transparency in each and every one of the legal and business ties maintained by the Carbocoque Group, such as, but not limited to, those of a labor, commercial, corporate, procedural nature, among others. This, to promote a healthy environment and free competition between the multiple and diverse actors of the national and international economy, considering that illegal activities, particularly C/ST, affect not only entrepreneurs but the market and the community in general.

3. **Area of Application.**

- 3.1. The PTEE is addressed to the Recipients, that is, to all the Partners, Administrators, Collaborators and Contractors of each company that makes up the Carbocoque Group. Also, it is directed to any Third Party that acquires or maintains a legal or contractual relationship, of any nature, with any of the companies that are part of the Carbocoque Group.

4. **Principles.**

- 4.1. The PTEE is executed based on the following principles.


4.1.1. **Integrity:** It consists of acting as correct, loyal, fair, objective, honest and transparent people, ensuring respect for the Applicable Law and Compliance Policies.

4.1.2. **Responsability:** It involves making the best efforts to achieve the objectives of the Carbocoque Group and its Mining Project. The above, executing the role that each person plays within the business group and reporting any suspicious, illicit or irregular activity that may generate a risk to the Carbocoque Group.

4.1.3. **Respect:** It consists of recognizing, accepting and treating others without distinction of sex, sexual orientation, race, national or family origin, physical or mental, to generate dignified, cordial, mutual treatment and without any discrimination that may disregard the Applicable Law and/or or the Compliance Policies.

4.1.4. **Transparency:** By virtue of which the efforts within the Carbocoque Group or in favor of it, must be clear, coherent and impartial, that is, free of any intention to obtain a benefit for themselves or for a Third Party, foreign and irregular to the interests of the Carbocoque Group. and its Mining Project.

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The principles are a tool to interpret the meaning of the provisions of the PTEE.

**5. Policy for the delivery, offer or receipt of gifts to third parties or by third parties.**

- 5.1. The purpose of this policy is that the achievements, activities and procedures of the Carbocoque Group are carried out or obtained in a transparent manner, respecting the Applicable Law and Compliance Policies. In particular, this policy seeks to promote good business practices and guarantee free competition in the national and international economy, preventing the Carbocoque Group's permanence in the real sector of the economy from being due to suspicious, irregular, fraudulent and even illegal activities.
- 5.2. No Partner, Administrator or Collaborator of the Carbocoque Group is authorized to offer gifts, fees, commissions or economic resources to Third Parties, with the purpose of obtaining any type of economic, contractual, legal or procedural benefit, in an irregular manner and in the interest of any of them. the companies that make up the Carbocoque Group.
- 5.3. Any offer intended to be made by a Partner, Administrator or Collaborator of the Carbocoque Group, of gifts, fees, commissions or economic resources or any other commercial favor that seems incompatible with common commercial practices, must be reported to the Compliance Officer, who will determine if it exists or not a C/ST Risk supported by the Applicable Law.
- 5.4. No Partner, Administrator or Collaborator of the Carbocoque Group is authorized to receive gifts, fees, commissions or economic resources from Third Parties, with the purpose of granting any type of economic, contractual, legal or procedural benefit, irregularly and in the interest of Third Parties.
- 5.5. Any offer received by a Partner, Administrator or Collaborator of the Carbocoque Group, gifts, fees, commissions or economic resources or any other commercial favor that seems incompatible with common commercial practices, must be reported to the Compliance Officer, who will determine whether or not there is a C/ST Risk supported by the Applicable Law.
- 5.6. The offer or receipt of gifts, fees, commissions or economic resources to Third Parties or from Third Parties is a breach of the PTEE of the Carbocoque Group, who will take the corresponding measures described below. This, unless the Compliance Officer has determined that there is no C/ST Risk supported by the Applicable Law.

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5.7. The The Partners, Administrators or Collaborators of the Carbocoque Group may give or receive gifts of a symbolic nature to Third Parties or from Third Parties, without receiving or granting economic, contractual, legal or procedural considerations for the benefit of the Carbocoque Group or the Third Party, as applicable. In any case, the Compliance Officer must be aware of the operation in order to prevent any act that may represent a C/ST Risk.

5.8. Regarding food and entertainment, occasional, reasonable and appropriate food may be offered or received, or entertainment may be held or attended whose purpose is to discuss contractual, legal or procedural matters that involve or interest the Carbocoque Group and its Mining Project.

**6. Payment policy for remunerations, fees, commissions and profits.**

6.1. The The purpose of this policy is to guarantee that the payments made by the Carbocoque Group, in terms of salaries, fees or commissions, correspond to the ordinary course of its business, to the compliance with obligations established in the Applicable Law or to compliance with decisions issued by competent judicial or administrative authorities, which are final.

6.2. All payments made by the Carbocoque Group must be agreed upon and/or supported by:


6.2.1. Employment contracts, if the person receiving the payment is a Collaborator or Administrator.

6.2.2. Contracts for the provision of services, if the person receiving payment is a Contractor.

6.2.3. In Acts of the highest corporate body through which the administrative bodies of the Carbocoque Group companies were created, if the person receiving the payment is an Administrator without an employment or service provision contract.

6.2.4. In In the bylaws of the Carbocoque Group companies, or in the contracts for the transfer of shares registered in the record books of shareholders or partners, as appropriate, if the person receiving the payment is a Partner.

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6.2.5. Judicial or administrative decisions taken by competent authorities and duly enforced, if the person receiving the payment is a Contractor, Collaborator, Administrator, Partner or Third Party that has won a process against any of the Carbocoque Group companies.

6.3. The payment of remunerations, fees and commissions, which are not supported by the provisions of this policy, must be brought to the attention of the Compliance Officer, who will analyze, together with the Risk Matrix, the possible existence or not of a Risk of C/ST.

**7. Entertainment, food, lodging and travel expense policy.**

7.1. The objective of this policy is to promote the reasonable and sustained use of resources intended to cover expenses incurred by the Carbocoque Group in entertainment, food, lodging and travel of its Partners, Administrators, Collaborators or Contractors, as appropriate.

7.2. The cause and purpose of the expense of entertainment, food, lodging and/or travel must be lawful, in order to meet the interests of the Carbocoque Group and its Mining Project, and related to the duties, tasks or procedures of whoever must incur the expense in question.

7.3. Each of the stated expenses can be assumed directly by whoever incurs them, in which case, for their respective reimbursement, they must be borne by the corresponding area of the Carbocoque Group. These expenses can also be assumed directly by the Carbocoque Group, so that whoever must incur them does not have to request the applicable reimbursement.

7.4. Irregular, unjustified or excessive expenses, in accordance with the interests of the Carbocoque Group and its Mining Project, must be brought to the attention of the Compliance Officer, who will analyze, together with the Risk Matrix, the possible existence or not of an act of C/ST.

**8. Policy on Political Contributions of any nature.**

8.1. The Carbocoque Group does not favor any public servant, national or foreign, political party or the members or activists who belong to them..

8.2. The Carbocoque Group does not receive any contribution of any amount or nature to favor, promote, or invite any person to join a certain political party or to vote in a certain way in any election scenario in favor of it or its members, or to favor national or foreign public servants.

8.3. The Carbocoque Group does not make political contributions to members of political parties in Colombia and/or abroad, nor to national or foreign public servants whose

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purpose is to favor Partners, Administrators, Collaborators, Contractors and, in general, any person who has an employment, contractual or legal relationship of any nature with the Carbocoque Group.

**9. Donations Policy.**

9.1. All donations made by Grupo Carbocoque must have a lawful purpose. The governing or administrative bodies, as appropriate, of the Carbocoque Group companies, must ensure that their destination is correct and in accordance with the provisions of the Applicable Law.

**10. Stages of C/ST Risks.**

10.1. The stages of C/ST Risks are: identification, measurement, control and monitoring of C/ST Risk.

10.2. The stages of the C/ST Risks are considered considering the size and structure of the Carbocoque Group companies, the Mining Project, the operation, administration and the level of assets of the Carbocoque Group.

**11. C/ST Risk Identification.**

11.1. The purpose of this stage is to identify any C/ST Risk that may materialize and cause harm to the Carbocoque Group. The timely identification of C/ST Risks allows taking timely measures to prevent their materialization or face and minimize their consequences, if they have materialized in the Carbocoque Group.

11.2. It is typical of this stage to carry out the Due Diligence acts by the Compliance Officer, or by the Administrators or Collaborators who support their efforts within the Carbocoque Group.

11.3. Any Recipient that identifies any C/ST Risk has the duty to immediately report it to the Compliance Officer. This, through the internal complaint channel established in the PTEE.

**12. C/ST Risk Measurement.**

12.1. The purpose of this stage is to measure the probability of occurrence or materialization of the C/ST Risk, previously identified.

12.2. The Compliance Officer must analyze the C/ST Risk with the Risk Matrix. The above, to determine the result of the probability of its occurrence and the possible damages

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that the Carbocoque Group, its Partners, Administrators, Collaborators, Contractors or Third Parties linked to the Carbocoque Group, may suffer, if the C/ST Risk materializes.

12.3. Once the C/ST Risk has been measured, the Compliance Officer must submit a letter to the Board of Directors of Carbocoque or Columbia, or to the Board of Partners of Inducarbon, as appropriate, describing the identification and the result of the measurement. C/ST Risk.

12.4. With the collaboration of the Compliance Officer, the administrative or governing body, as appropriate, will determine the measures it considers appropriate to prevent, mitigate or address the C/ST Risk. The above may be delegated to the legal representative of each of the Carbocoque Group companies.

### 13. **Control and Monitoring of C/ST risk.**

13.1. At least once a year, the Compliance Officer must analyze the changes that occur in the Mining Project developed by the Carbocoque Group, as well as the changes that are generated in the Applicable Law and international regulation related to the interpretation, execution and content of the PTEE. This exercise, to propose the necessary adjustments to both the PTEE and its Risk Matrix.

13.2. With the same frequency, the Compliance Officer must conduct surveys to a group of Recipients, at least [\*]% of them, where it evaluates the effectiveness of the PTEE, mainly, on its purpose, structure, Compliance Officer, rights and duties of the Recipients and complaint channels.

### 14. **Risks Matrix.**

14.1. The Carbocoque Group has a Risk Matrix where the C/ST Risks are identified, qualified and measured, to which the companies part of the Carbocoque Group are exposed.

14.2. The Compliance Officer is responsible for the implementation, updating and use of the Risk Matrix, in each of the stages of the PTEE and for the purposes or purposes thereof.

### 15. **Due diligence acts.**

15.1. The Carbocoque Group, through its Compliance Officer or the Administrators or Collaborators who support it in the efforts under its responsibility, must carry out acts of Due Diligence to inform the Recipients and prevent C/ST Risks in the Carbocoque Group.



- 15.2. Due diligence procedures allow the Carbocoque Group to make preventive or corrective, timely and responsible decisions to protect the Goodwill or prestige of each of the Carbocoque Group companies and their corresponding Mining Project.
- 15.3. The following Due Diligence acts must be carried out at the stage of linking the Recipient with any of the companies of the Carbocoque Group.
- 15.3.1. Verify and be certain of the identity of the Recipients, requiring a copy of the identity document, if it is a natural person, or the certificate of existence and legal representation or the document that replaces it, if it is a national or foreign legal entity.
- 15.3.2. Search national and international lists, antecedents, reports, warnings or blocks of the Recipients, related to C/ST acts and, in general, with any illegal activity. When dealing with legal entities, the best efforts will be made to study the administrators, partners or shareholders, depending on the possibility that the Carbocoque Group has of accessing said information.
- 15.3.3. Require the completion of knowledge forms for the Recipients, which may be special for certain groups such as, for example, but not limited to Partners, Administrators, Contractors, Collaborators and Third Parties linked to the Carbocoque Group. At a minimum, the forms should ask the Recipient.
- 15.3.3.1. Information on full names and surnames of the natural person.  
Complete company name if it is a legal entity.
- 15.3.3.2. Information on the identification document number of the individual or legal entity.
- 15.3.3.3. Information on full names and surnames of the administrators, if it is a legal entity. If possible, also from the partners or shareholders, as appropriate.
- 15.3.3.4. Information on the identification document number of the administrators and partners or shareholders if their names are available.
- 15.3.4. Include one or more clauses in the legal transactions signed by any of the Carbocoque Group companies with the Recipients, where the following statements are included, warning that inaccuracy in them will lead to a scenario of contractual non-compliance, which could give the possibility of unilateral termination of the legal business by the Carbocoque Group company.
- 15.3.4.1. Declaration of legal origin of the income receive and have received.

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- 15.3.4.2. Declaration of lawful destination of the resources received or received from any of the Carbocoque Group companies such as salary, fees, commissions or price, as appropriate.
- 15.3.4.3. Declaration if it concerns, or has links with, politically exposed persons in the country or abroad.
- 15.3.4.4. Declaration of not being immersed in Conflicts of Interest with Partners, Administrators or Collaborators of one or more of the companies of the Carbocoque Group.
- 15.3.4.5. Declaration of not having been subject to, participated in or promoted C/ST activities in the country or abroad.
- 15.3.4.6. Declaration of not having been investigated, prosecuted or convicted for C/ST activities in the country or abroad.
- 15.3.4.7. Declaration of not having offered or granted gifts, benefits or economic resources to any Partner, Administrator or Collaborator of the Carbocoque Group, to achieve a connection or promotion within it.
- 15.3.4.8. Declaration of knowledge and acceptance of the Compliance Policies of the Carbocoque Group.

15.4. The following Due Diligence acts must be carried out at least once per semester.

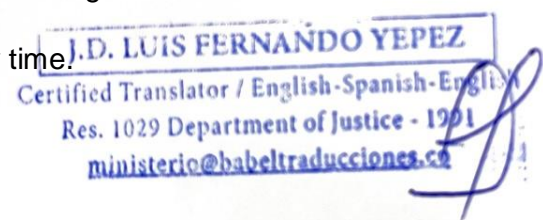
- 15.4.1. Search national and international lists, antecedents, reports, warnings or blocks of the Recipients, related to C/ST acts and, in general, with any illicit activity. When dealing with legal entities, the best efforts will be made to study the administrators, partners or shareholders, depending on the possibility that the Carbocoque Group has of accessing said information.

## 16. Rights of recipients.

16.1. Without prejudice to the others established in the Applicable Law or in the PTEE, the following are the rights of the Recipients:.

- 16.1.1. Participate in training and training on the PTEE, developed by the Carbocoque Group through its Compliance Officer.
- 16.1.2. Request training from the Compliance Officer on the purpose and main aspects of the PTEE, to have an adequate understanding of it.

16.1.3. Have access to the full text of the PTEE at any time.







16.1.4. Have functional, suitable, secure and anonymous internal and external channels to report, at any time, the suspicion or materialization of C/ST Risks.

16.1.5. Report C/ST acts safely and anonymously.

16.1.6. Suggest modifications to the PTEE to the Compliance Officer.

## 17. Duties of recipients.

17.1. Without prejudice to the others established in the Applicable Law or in the PTEE, the following are the duties of the Recipients.

17.1.1. Know the PTEE.

17.1.2. Refrain from carrying out or participating in any act of C/ST, ML/FT/PADM and, in general, in any conduct that may be criminally relevant in the country.

17.1.3. Refrain from receiving any emolument, gift, gift, courtesy, among others, from any Recipient or Third Party and with the purpose of granting any type of benefit, information or documentation, whatever, from the Carbocoque Group.

17.1.4. Refrain from giving any emolument, gift, gift, courtesy, among others, to any Recipient and with the purpose of receiving any type of benefit, information or documentation, whatever it may be, from the Carbocoque Group.

17.1.5. Report promptly and through the internal or external channels established in this PTEE, any act of C/ST that affects or may affect the Carbocoque Group.

17.1.6. Attend the training carried out by the Carbocoque Group on the purpose and main aspects of the PTEE.

## 18. Compliance Officer.

18.1. Is the person designated by the Board of Directors of Carbocoque, responsible for the audit and verification of compliance with the PTEE in the Carbocoque Group, as well as its implementation and constant compliance and improvement within it..

18.2. The Compliance Officer will have his respective substitute, who will replace him in his duties in the event of temporary or absolute absences. The substitute Compliance Officer will be appointed for the same period as the main one.

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**19. Compliance Officer Profile.**

19.1. The Compliance Officer must be domiciled in Colombia.

19.2. It must be an individual person who may or may not be part of the Carbocoque Group's employment structure. If you are part of the Carbocoque Group's employment structure, the regime of disabilities and incompatibilities in the execution of the functions in charge of the Compliance Officer must be guaranteed.

19.3. It must be the same person designated for the supervision and execution of other Compliance Policies of the Carbocoque Group.

19.4. For his/her appointment, the suitability of the person and their professional experience related to Compliance Policies must be taken into account. Also, the leadership skills demonstrated by the candidate to perform the role of Compliance Officer will be valued.

**20. Period.**

20.1. The Compliance Officer and his respective substitute will be appointed for uninterrupted periods of up to 3 years.

**21. Inabilities and incompatibilities.**

21.1. The Board of Directors of Carbocoque may not appoint the Compliance Officer who has one or more of the following inabilities. If any of them occur in the exercise of the position of Compliance Officer, the Board of Directors of Carbocoque must immediately designate his/her replacement.

21.1.1. Breach or have breached the PTEE.

21.1.2. Having been convicted or being investigated by a competent national or international judicial authority, due to one or more C/ST conducts.

21.1.3. Be or have been reported on restrictive lists binding for Colombia.

21.1.4. Exercising or having exercised the role of Compliance Officer in the Carbocoque Group, failing to tell the truth regarding the inabilities and incompatibilities.

21.2. The Board of Directors of Carbocoque may not appoint the Compliance Officer who presents one or more of the following incompatibilities. If any of them occur in the exercise of the position of Compliance Officer, the Board of Directors of Carbocoque must immediately designate his/her replacement.

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- 21.2.1. Be part of the highest corporate body of one or more of the companies of the Carbocoque Group.
- 21.2.2. Be part of any administrative body of one or more of the companies of the Carbocoque Group.
- 21.2.3. Be a Compliance Officer of one or several companies that carry out activities identical or similar to those of the Carbocoque Group and its Mining Project.
- 21.2.4. Be a Compliance Officer in 10 or more companies required to have or that voluntarily adopted a PTEE.
- 21.2.5. Be contractually linked to the Tax Auditor of the Carbocoque Group.
- 21.2.6. Have a relationship up to the fourth degree of consanguinity or first degree of affinity, with a main or alternate member of the highest corporate or administrative bodies of the Carbocoque Group.

## 22. **Functions of Compliance Officer.**

- 22.1. Without prejudice to the others established in the Applicable Law or in the PTEE, the following functions are the responsibility of the Compliance Officer:
  - 22.1.1. Present with the legal representative of Carbocoque, for approval of the Board of Directors of Carbocoque, the PTEE proposal and its respective modifications.
  - 22.1.2. Present, at least once a year, reports to the Board of Directors or, failing that, to the highest social body of Carbocoque. At a minimum, the reports must contain an evaluation and analysis of the efficiency and effectiveness of the PTEE and, if applicable, propose the respective improvements. Likewise, demonstrate the results of the management as a Compliance Officer and of the administration, in general, in compliance with the PTEE.
  - 22.1.3. Ensure that the PTEE is articulated with the other Compliance Policies adopted by the Board of Directors or the highest corporate body of the companies part of the Carbocoque Group, as appropriate.
  - 22.1.4. Ensure effective, efficient and timely compliance with the PTEE in the Carbocoque Group.
  - 22.1.5. Implement a Risk Matrix and update it according to the needs of the Carbocoque Group, its risk factors, and the materiality of the C/ST risk. This, in

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accordance with the Compliance Policies implemented in the Carbocoque Group.

22.1.6. Define, adopt and monitor actions and tools or warning signs, in the Risk Matrix, for the prevention of C/ST Risk in accordance with the Applicable Law and the PTEE.

22.1.7. Ensure the implementation of appropriate channels to allow any Recipient to report, confidentially and securely, non-compliance with the PTEE and possible occurrences or suspicious activities of C/ST within the Carbocoque Group.

22.1.8. Verify the application of the whistleblower protection policy that the Carbocoque Group establishes and, with respect to employees, the workplace harassment prevention policy in accordance with the Applicable Law.

22.1.9. Establish internal investigation procedures in the Carbocoque Group to detect non-compliance with the PTEE and C/ST acts.

22.1.10. Schedule and develop training events regarding the PTEE in the Carbocoque Group.

22.1.11. Verify compliance with the Due Diligence procedures applicable to the Carbocoque Group.

22.1.12. Ensure the proper filing of documentary supports and other information related to the management and prevention of C/ST Risk.

22.1.13. Design the methodologies for classification, identification, measurement and control of C/ST Risk that are part of the PTEE, through a Risk Matrix.

22.1.14. Carry out the evaluation of compliance with the PTEE and the C/ST Risk to which the Carbocoque Group is exposed.

22.1.15. The others established in the Applicable Law and in the PTEE.

## 23. **Conflicts of Interests.**

23.1. In the event of a Conflict of Interest scenario, the Compliance Officer must immediately inform the Board of Directors of Carbocoque, so that this administrative body determines the appropriate decision that best accentuates the interests of the Carbocoque Group.

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23.2. If the Conflict of Interest scenario involves a particular management, it will be the substitute Compliance Officer or the legal representative of the corresponding company of the Carbocoque Group, who will carry it out and after the instruction granted by the Board of Directors of Carbocoque, on the occasion of what is described in this provision.

#### 24. **Functions of the Board of Directors or the Highest Corporate Body.**

24.1. The following are functions in charge of the Board of Directors of Carbocoque, .

24.1.1. Issue, define and approve Compliance Policies.

24.1.2. Define the profile of the Compliance Officer, in accordance with the Compliance Policies.

24.1.3. Designate, remove and replace the main and alternate Compliance Officer, when required.

24.1.4. Approve the document that contemplates the PTEE and its respective modifications.

24.2. The following are functions in charge of the Boards of Directors of Carbocoque and Columbia, and the Board of Partners of Inducarbón,

24.2.1. Assume a commitment aimed at preventing C/ST Risks, so that the Carbocoque Group can carry out its business in an ethical, transparent and honest manner.

24.2.2. Ensure the supply of the economic, human and technological resources required by the Compliance Officer to comply with the procedures under his/her charge.

24.2.3. Order the pertinent actions against the Recipients who violate the provisions of the PTEE.

24.2.4. Lead an appropriate communication and pedagogy strategy to guarantee effective dissemination and knowledge of the Compliance Policies and the PTEE to the Recipients.

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## 25. **Functions of Legal Representative.**

25.1. Without prejudice to the others established in the PTEE or in the Applicable Law, the following are functions in charge of the legal representative of Carbocoque,

25.1.1. Inform the Economic and Corporate Affairs Delegation of the Superintendency of Companies, or whoever acts in its place, the name, identification, email and telephone number of the Compliance Officer of the Carbocoque Group. This, within 15 business days following the moment of appointment or replacement, as appropriate.

25.1.2. Together with the Compliance Officer, present the PTEE proposal for approval of the Carbocoque Board of Directors.

25.2. Without prejudice to the others established in the PTEE or in the Applicable Law, the following are functions carried out by the Legal Representative of each of the companies that make up the Carbocoque Group,

25.2.1. Ensure that the PTEE is articulated with the Compliance Policies adopted by the governing and/or administrative bodies.

25.2.2. Provide effective, efficient and timely support to the Compliance Officer in the design, direction, supervision and monitoring of the PTEE.

25.2.3. Certify before the Superintendency of Companies, when required, compliance with the provisions of the regulations applicable to the PTEE.

25.2.4. Ensure that the activities resulting from the development of the PTEE are duly documented, so that the information meets criteria of integrity, reliability, availability, compliance, effectiveness, efficiency and confidentiality.

25.2.5. Ensure that the PTEE documentary supports are preserved in accordance with the provisions of article 28 of Law 962 of 2005, or the rule that modifies or replaces it.

## 26. **Functions of Tax Auditor.**

26.1. The tax auditor must verify the fidelity of the accounting and ensure that in the transfers of money or other assets that occur between the Carbocoque Group, direct or indirect payments related to bribes, gifts, kickbacks or other corrupt conduct are not hidden. This, in accordance with the provisions of article 207 of the Commercial Code.

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## 27. **Data Protection.**

27.1. The Carbocoque Group guarantees that the data and, in general, any information to which it has access by virtue of the due diligence acts carried out, are confidential and will not be disclosed or made known to any person. The above, unless there is written and express authorization from the owner of the information, that it appears in publicly accessible registries or databases, or unless there is a firm order from a competent judicial, extrajudicial or administrative authority.

27.2. Nor will the data or information to which the Carbocoque Group has access be protected, in the scenario in which indications are detected about the occurrence of illegal or suspicious activities that must be brought to the attention of competent judicial or administrative authorities, in matters of LA/ FT/PADM and/or C/ST.

## 28. **Disclosure.**

28.1. The PTEE will be disclosed to all Recipients in the manner and frequency to ensure their adequate and complete knowledge, at least once a year.

28.2. The purpose of the disclosure of the PTEE is to guarantee that the commercial activities carried out by the Carbocoque Group are transparent, fair and exemplary in its participation in the national and international economy, allowing access and free competition to any person with an interest in the sector related to the Mining Project carried out by the Carbocoque Group.

28.3. The Compliance Officer must ensure that the PTEE is disclosed efficiently, completely and correctly.

## 29. **Forms of disclosure.**

29.1. The following are some forms of disclosure of the PTEE, although they are not the only ones applicable,

29.1.1. Through its publication on the Carbocoque Group website, [www.carbocoque.com](http://www.carbocoque.com). All Recipients can have access to the stated website, where the PDF document containing all the content of the PTEE will permanently be available, also enabled for its respective download.

29.1.2. Through printed and/or virtual publications, through which the main duties of the Recipients regarding C/ST risks are indicated and where the effective channels for making reports are indicated.

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29.1.3. By sending emails to the Recipients, where the PTEE is sent, educational images about the PTEE, extracts, presentations or, in general, any information that allows the Recipients to know and understand the content of the PTEE.

29.1.4. With the inclusion of contractual clauses where the other party declares and guarantees, at least, that it is aware of the PTEE of the Carbocoque Group, that it has access to the full content of the PTEE, and that it undertakes to make its best efforts to comply with the provisions contained in the PTEE.

### 30. Training.

30.1. The main purpose of the training is to ensure the understanding and application of the PTEE within the Carbocoque Group, by the Recipients. Also, raise awareness about the CST Risks to which the Carbocoque Group is exposed.

30.2. The Compliance Officer must schedule and conduct training at least once per semester. The Compliance Officer must inform the Recipients, at least 10 days in advance of its completion, the date and time of the training, as well as the modality and details of the physical or virtual place to attend it.

30.3. The Recipients will receive training on the purpose and the most relevant aspects of the PTEE, taking into account that all Recipients have the duty to know, understand and apply the PTEE, which they can consult at any time according to the ways in which it is disclosed.

### 31. Training Forms.

31.1. Any training may be carried out verbally, in writing, in person or virtually, where presentations are made that may be contained in recordings, presentations or documents with text, in accordance with the modality of the respective training.

31.2. Training may be carried out by the Compliance Officer or by whoever is supporting their efforts within the Carbocoque Group, in this last scenario, under the instructions, supervision and responsibility of the Compliance Officer.

31.3. Trainings will be carried out.

31.3.1. **To New Collaborators:** At the time of induction of entry into the corresponding company and part of the Carbocoque Group, or at the time of signing the service provision contract, as appropriate.

31.3.2. **To All Recipients:** At least once a semester.

31.3.3. **To Specific Recipients:** When the training is requested by the Recipient to the Compliance Officer, who must schedule and carry it out within 20 days following the date on which it is requested.

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31.4. Whoever directs the training may carry out an evaluation of those who participate in it and on the matters explained. The above, with the purpose of verifying the level of knowledge of the PTEE within the Carbocoque Group, as well as to determine possible needs to adjust and/or improve the forms of dissemination or training of the PTEE.

31.5. Training will be documented through any suitable means that allows verification of its effective completion, the date and the name and identification of the Recipients who attended it.

### 32. **Communication and Complaints Channels.**

32.1. **Internal Channel:** Recipients who have complaints about the occurrence or possible materialization of one or more C/ST Risks must inform the Compliance Officer by email [riesgoempresarial@carbocoque.com](mailto:riesgoempresarial@carbocoque.com).

32.2. **External Channel:** The Recipients may resort to complaint mechanisms external to the Carbocoque Group.

32.2.1. When refers to ST, through the Link.

[https://supersociedades.gov.co/delegatura\\_aec/Paginas/Canal-de-Denuncias-Soborno-Internacional.aspx](https://supersociedades.gov.co/delegatura_aec/Paginas/Canal-de-Denuncias-Soborno-Internacional.aspx)

32.2.2. When refers to C, through the Link.

<http://www.secretariatransparencia.gov.co/observatorio-anticorrupcion/portal-anticorrupcion>

32.3. The complaints made by the Recipients will be treated by the Compliance Officer in a secure, anonymous and confidential manner, which means that the corresponding measures will be taken without revealing the identity, position or position of the complainant with respect to the Carbocoque Group.

32.4. Those who make reports or complaints about C/ST will not be exposed to any type of retaliation, harassment or labor or contractual impairment with respect to the Carbocoque Group.

### 33. **Non-compliance with the PTEE.**

33.1. Any failure to comply with one or more provisions contained in the PTEE, by the Recipients, will generate the activation of the following procedures.

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- 33.1.1. **If the non-compliance emanates from Administrators:** The Compliance Officer must inform the highest corporate body of the corresponding company of the Carbocoque Group, with the purpose that an eventual removal from the position is considered there, according to the severity and the damages that are likely to be caused to the Carbocoque Group.
- 33.1.2. **If the non-compliance emanates from Collaborators:** The Compliance Officer must inform the legal representative of the company in which the Collaborator is employed, so that, in accordance with the provisions of the RIT, the corresponding procedure is activated for incurring in serious misconduct.
- 33.1.3. **If the non-compliance emanates from the Compliance Officer:** Whoever knows of the non-compliance has the burden of reporting it to the Board of Directors of Carbocoque, with the aim of studying the possibility of removing and appointing a replacement for the Compliance Officer.
- 33.1.4. **If the non-compliance emanates from Third Parties with a legal or contractual link with the Carbocoque Group:** The Compliance Officer must inform the legal representative of the Carbocoque Group company that has contracted with the Third Party, to analyze the occurrence or not of a contractual breach and its consequent procedure.
- 33.2. The procedures described in this provision do not exempt any Recipient from the duty to report activities that may be criminally relevant in accordance with the Applicable Law, before the competent authorities.
34. **PTEE Adoption.**
- 34.1. THE PTEE of the Carbocoque Group will be adopted at an ordinary, extraordinary or universal meeting of the Boards of Directors of Carbocoque and Columbia, respectively. As far as Inducarbon is concerned, the PTEE will be adopted in an ordinary, extraordinary or universal meeting of the Board of Partners.
35. **Modifications and Update.**
- 35.1. According to the results of the control and monitoring stage of the PTEE, the Compliance Officer must make the modifications that he considers necessary to the PTEE.. Then, propose them to the administrative or governing bodies of the Carbocoque Group companies, as appropriate, for the appropriate corporate procedure and whose purpose is the adoption of the suggested modifications.
- 35.2. Any Recipient may propose modifications to the PTEE. To do this, the modifications must be informed and explained to the Compliance Officer, who has the power to

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propose them or not to the administrative or governing bodies of the Carbocoque Group companies, as appropriate.

35.3. In any case, the PTEE must be updated at least every 2 years.

**36. PTEE Translation.**

36.1. The Carbocoque Group will translate the PTEE into the corresponding language in countries where international activities, businesses or transactions are carried out, in which the language is not Spanish. This is to guarantee knowledge of the Compliance Policies, at a general level, by the international Recipients of the Carbocoque Group.

**37. Archiving and Preservation of International Business Documents.**

37.1. Considering that the Mining Project in charge of the Carbocoque Group includes international operations, businesses or transactions, the Compliance Officer must supervise the physical or digital file of the following documents.

37.1.1. Legal transactions signed by the Carbocoque Group with national or foreign persons domiciled in another country, as well as their respective modifications.

37.1.2. Purchase or supply orders that are issued during the execution of operations, businesses or international transactions.

37.1.3. Initiation and liquidation minutes that are signed by virtue of international operations, businesses or transactions.

37.1.4. Documents that prove the payment of taxes, tariffs or freight caused by operations, businesses or international transactions.

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I hereby certify that I translated the attached document from Spanish into English and that, to the best of my ability, it is a true and correct translation. I further certify that I am competent in both Spanish and English to render and certify such translation.

LUIS FERNANDO YEPEZ

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Attorney-at-Law – Universidad Nacional de Colombia.

