

Code of Conduct for EPM Group Suppliers and Contractors

In line with the strategic direction of EPM Group, aiming at establishing behavioral criteria for its suppliers and contractors regarding legal, ethical, environmental, social and government aspects -as a gesture of corporate culture and extended enterprise-, and based on its evolution, the EPM Group issues this Code of Conduct concerning the relations with this interest group.

The purpose of this document is to present the EPM Group commitment to ethical standards and communicate to all its suppliers and contractors the expectations on ethical behavior they must observe during the business relations with the Group.

The execution of this Code of Conduct is supported by the adoption of voluntary sustainability initiatives ¹ that promote Corporate Social Responsibility, Human Rights, working conditions, environment and anti-corruption aspects and the corporate purpose of EPM which focuses on sustainability.

Consequently, every natural or artificial person -whether local or foreign- that is related or linked to the EPM Group must assume the proper behaviors of the Group's organizational culture, and therefore, their actions should match the statements containing the Group's values and principles.

EPM Group reserves the right to modify this Code of Conduct. Thus, suppliers and contractors are expected to accepted any further changes.

1. Human Rights

EPM Group suppliers and contractors must observe Human Rights and treat employees and any other person involved in the fulfillment of their duties in a decent and respectful manner.

As an EPM Group supplier or contractor you understand and agree to the following:

- 1.1. To reject and report whenever child labor is used², as well as, any practice of child and teenage sexual exploitation.
- 1.2. To reject and report any type of forced or involuntary labor including enslavement, prison, kidnapping, slavery or human trafficking.

¹ Dow Jones Sustainability Index (DJSI), GRI, Pacto Global, ISO 26000, Transparencia por Colombia.

² Child labor refers to any person under legal working age as established by a country or countries.

- 1.3. To reject and report any type of abuse or disrespect that harms the dignity of employees such as cruel, inhuman or degrading treatment, corporal punishment, discriminatory practices, physical, sexual, psychological or verbal harassment, arbitrary invasion of private life, family, domicile or mail.
- 1.4. To encourage equal treatment of employees and interest groups and reject any type of discrimination based on nationality, political opinion, economic position, race, gender, language, religion, sexual orientation or disability. To reject any distinction based on political, legal or international status with regard to the country or territory a person may be subject to.
- 1.5. To reject any action construed as a restriction on freedom of opinion and expression, and free development of one's personality.
- 1.6. To accept explicitly the inclusion of commitments on respect and promotion of Human Rights in case surveillance and security service agreements and contracts are entered into. Under no circumstances may these services be provided with the involvement of social actors outside the constitutional and legal framework.
- 1.7. To participate in the social development of the community and interest groups. To be ready to generate and participate in discussion spaces that address topics related to Human Rights.

2. Labor Standards

EPM Group suppliers and contractors must provide their employees with a safe and healthy working environment. Therefore, they agree to the following:

- 2.1. To guarantee the fair and timely payment of employee compensation established by law including the legal benefits and the maximum number of hours per day and per week set forth by the applicable law.
- 2.2. To promote a clean, safe and healthy environment supported by a health and safety program at work that mitigates psycho-social risk in compliance with all the established legal standards.
- 2.3. To protect employees and interest groups from any chemical, biological and physical risk and from any tasks that imply a significant physical effort, as well as, risks associated to any element used by employees.
- 2.4. To perform all the appropriate controls, work security processes, preventive maintenance and technical protection measures needed to mitigate health and safety risks at the work site. Whenever risks cannot be controlled properly by these means, you must provide employees with suitable personal protection equipment.

- 2.5. To acknowledge and respect employees' legal rights to associate freely, join unions, look for representation, join company committees and participate in collective negotiations. To commit to respect employees who perform as representatives of other workers.
- 2.6. To be open to know the strengthening and development programs and - depending on the current skills and situation of each supplier and contractor- participate in such programs.
- 2.7. To offer employees appropriate training in the duties performed and generate educational opportunities.

3. Quality and Environment

EPM Group suppliers and contractors must work efficiently and responsibly for the environment, and integrate quality into their corporate processes. This work involves the following:

- 3.1. To foster the protection and recovery of the environment, observance of local and international environmental regulations, environmental laws, other laws, standards, resolutions or agreements on environmental protection and preservation related to the company activity, as well as, be accountable for any consequences derived from breach of these regulations and decisions.
- 3.2. To fulfill all the applicable requirements and standards on quality -generally acknowledged or agreed through a contract- to provide goods and services consistently suitable to the needs of EPM Group, that work and are safe for the intended use.
- 3.3. To consider the promotion of best practices and continuous improvements in all operations and processes in order to be ahead of the law requirements and market standards.
- 3.4. To use materials and processes that contribute to environmental sustainability.
- 3.5. To take into account the importance of participating in universally-accepted trends and initiatives related to environmental protection and preservation.
- 3.6. To obtain and keep updated all the environmentally-related permissions, licenses, entries and restrictions required.
- 3.7. To establish or use a reasonable environmental management system.

4. Prevention of fraud, corruption and bribery

EPM Group suppliers and contractors must manage their companies ethically and honestly. Therefore, they agree to the following:

- 4.1. To manage the resources given, assigned or placed in safekeeping with transparency, austerity and care, aware of the public status of the EPM Group and its corporate management.
- 4.2. To meet the requirements established and conditions agreed in contracting processes, performing fairly, impartially, honestly and truthfully, in compliance with all the laws and regulations applicable to the business or organization.
- 4.3. To avoid any kind of wrongful influence, bribe or unethical behavior in breach of the institutional values.
- 4.4. To refrain from offering money or similar items such as securities, gift cards, convertible bonds, debit cards, etc., or any other donation, when the purpose of such donation is that persons with the applicable authority in the existing relation may or may not do something related to their duties, or that they use the authority of their position on another worker, public servant, employee or collaborator of the EPM Group with the applicable authority, so that such worker, public servant, employee or collaborator may or may not do something related to their functions.
- 4.5. Under no circumstances may gifts, invitations, favors and/or hospitalities be given in order to influence the impartiality of EPM Group employees or generate a binding situation with a third party, except for promotional items provided as a courtesy in business relations.
- 4.6. To abstain from establishing relations with illegal groups and social actors outside the law and the Constitution. To have proper control mechanisms to allow preventing the materialization of risks related to money laundering, financing of terrorism, fraud and corruption. In case an AML/CTF system is required, it is mandatory to comply with the current regulations of the applicable law.
- 4.7. To guarantee in full the legitimate right to property and/or ownership of products and/or services offered.
- 4.8. To agree to sign a confidentiality agreement on the entire EPM Group information received by employees, advisors, directly or indirectly, verbally or in writing, graphically, digitally or through any other means.

- 4.9. To use the formal mechanisms to make complaints or file non-conformities properly in order to avoid oral proceedings and/or proceedings in writing that may impact the reputation or image of the EPM Group.
- 4.10. To notify immediately in case you are included in the lists binding upon Colombia under international law or penalized by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury -also known as the SDNT List-, the UN list or the World Bank lists or Inter-American Development Bank lists (IDB). In case you represent an artificial person, this item applies whenever this situation occurs to any partner or shareholder that owns more than five percent (5%) of shares or stocks, BOD members or legal representatives.
- 4.11. If you become aware of any possibly wrongful act by a public servant, employee or collaborator of the EPM Group, any contractor or person in particular, please report through the Ethical Line: “Contacto Transparente” (by visiting our website: www.epm.com.co)
- 4.12. If applicable, you must comply with the Foreign Corrupt Practices Act (FCPA), all the local laws on bribery of local or international government employees, and perform on behalf of any of the EPM Group companies.
- 4.13. To refrain from giving public servants, employees of State-controlled institutions or political parties any money or valuable items, either directly or indirectly, aiming at obtaining a wrongful advantage or benefit.
- 4.14. To keep a detailed record of all payments made (including gifts, meals, hospitalities, or any other valuable item) on behalf of any EPM Group company or payments from resources provided by such EPM Group company, in order to have a copy of this record ready in case it is required.
- 4.15. To keep a document record of all the meetings or negotiations made with public servants or private employees so that they are transparent and develop under ethical standards. The record must include at least the following: attendees, place, start time and end time, date and addressed topics.
- 4.16. To state and inform timely the EPM Group company with which a contractual or business relation has been established about any potential or actual conflict of interest involving its employees, directors, BOD members or Auditor. This is a commitment to transparency and integrity.

5. Information Protection

EPM Group suppliers and contractors must manage information appropriately under the provisions of law.

This implies fulfilling the following:

- 5.1. To comply in full with the existing regulations on personal data protection you may have access to by virtue of the business relations with the EPM Group and other third parties.
- 5.2. To assume the role of person responsible for the treatment of personal data (user information, family group, housing conditions, socio-economic data, among others) from EPM Group employees and any other member of EPM groups of interest you may have access to; consequently, you agree to be subject to obtain their consent to fulfill the service purpose, and commit to protect such personal data and comply with your obligations as person responsible pursuant to the applicable law.
- 5.3. To take security, confidentiality, restricted access and non-assignment measures in relation to personal data you may have access to, regardless of their method of treatment. You will provide especial protection to sensitive data, whenever you access this type of information while executing your contractual duties with the EPM Group.
- 5.4. To observe the confidentiality and third-party copyright clauses. To refrain from using the EPM Group brand or image in order to make profit using the organization's name.

6. Antimonopoly and Fair Competition

EPM Group suppliers and contractors must do business where transparency is the basis of every action; consequently, they must participate only in markets that comply with the antimonopoly and fair competition laws worldwide.

Therefore, the EPM Group supplier or contractor agrees:

- 6.1. To consider the possibility of strategic partnerships or acquisitions that generate efficiency and consolidate market shares.

To accept the merger terms and sign the documents to protect the parties before executing any agreements or acting jointly.
- 6.2. To the extent possible, to enter into agreements that establish terms for proper exchange of information among competitors, observing the competition standards and creating "fair teams", if necessary³.
- 6.3. To observe the sale or purchase price of goods or services offered or demanded in the markets, avoiding to set, arrange or manipulate such price.

³ Fair teams: loyal, sincere, transparent and honest behavior in a merger of companies that work jointly in an environment that respects the competition to fuel synergies.

- 6.4. To set forth the sale conditions related to deadlines, conditions, quantities, among others, autonomously and based on the company capacity, its needs and the needs of each customer, as a result of a negotiation process.
- 6.5. To refrain from monopolistic practices intended to force competitors in a market to produce, process, distribute, market or acquire only limited amounts of goods and services to manipulate product prices, since such practices are deemed to be unfair practices that prevent free market competition and are forbidden by law.
- 6.6. To avoid dividing, distributing, assigning or imposing portions or segments of a current or potential market of goods and services by means of specific or determinable customers, suppliers, times or spaces.
- 6.7. To perform giving priority to general interest, consumers and competitors, not only aiming at a higher economic profit.
- 6.8. In case you are in a dominant position, abstain from abusing such position impacting the appropriate operation of the market.
- 6.9. To refrain from establishing, arranging or coordinating bids in calls for bids, callings or auctions.
- 6.10. To act independently from competitors by making a reasonable analysis on how to behave in the most suitable way, that is, to abstain from making arrangements with other market agents or enforcing a dominant position that hinders or prevents other agents from accessing the markets.
- 6.11. To treat customers that share the same features equally, providing them with the same conditions, that is, avoid discriminating a customer by reasons not related to businesses such as mood or the idea of obtaining a higher profit.

Each EPM Group supplier and contractor is responsible for guaranteeing that persons directly involved in the development of their activities understand and fulfill this Code of Conduct for Suppliers and Contractors.

Any breach of this Code by our suppliers and/or contractors may be sufficient reason to end the relation with the supplier or contractor depending on the seriousness of breach and particular circumstances.

Acceptance of terms

When the supplier and/or provider selects the option to accept the terms in this information system, it means that the company guarantees that the Code of Conduct for EPM Suppliers and Providers has been read, understood and observed, and the company authorizes the EPM Group or a third party hired by the company to perform

random audit, control or inspection activities to verify the observance of this Code, acknowledge recorded legal and/or reputation risks or identify any kind of unfitness or ineligibility that prevents entering into any contracts with the EPM Group pursuant to articles 8, 9, 10, 44-49 of Law 80/1993 and/or entails removal of the offer or early contract termination.