

## SUPPLIER FRAMEWORK AGREEMENT FOR GRUPO ORBIS S.A.

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The parties to this Framework Agreement (from now on the “Agreement” or “Framework Agreement”) are Grupo Orbis (as defined below) and the Supplier (as defined below). When in the present document there is a reference to the Parts, it is understood that includes both Grupo Orbis and the Supplier.

The parts have agreed to celebrate the following Agreement that has as objective to put into evidence the terms and principles that will regulate the development of their commercial relationship, which includes but is not limited to any celebration and execution of any type of contract and other acts and facts that may have involved the parts, previous to the following pre-requisites:

### I. CONSIDERATIONS

1. Grupo Orbis has established that sustainability is an essential element within its corporate strategy and has undertaken a commitment to ensure sustainable operation with strict ethical development in all its activities as per its Code of Ethics and Conduct, with the objective of attaining a culture of continuous improvement, competitive and with excellent results, abiding by its ethical regulations; in accordance with this, Grupo Orbis assumes the responsibility it has with the environment, its different stakeholders and society in order to obtain sustainable and profitable business development in the long term.
2. The Framework Agreement defines the minimum non-negotiable standards that Grupo Orbis has determined in its Corporate Code of Conduct<sup>1</sup>, for its suppliers, contractors and sub-contractors, who must abide by it in all commercial relationships they have with the Grupo Orbis.
3. This document is part of the commitment that Grupo Orbis has with the fulfillment of international standards such as the OCDE for multinational companies, the United Nations directives for commerce and human rights, the main International Labour Organization (ILO) and the ten principles of the United Nations Global Compact, beyond our own activity, in all the segments of our supply chain. The Framework Agreement is an extension of our Code of Ethics and Conduct, being complementary but not exclusive.
4. Grupo Orbis expects that its suppliers and contractors adhere to the Framework Agreement, that they cooperate in the reduction of environmental and social impact by establishing and applying the highest standards in order to maintain a sustainable supply chain abiding by the applicable laws and norms, specifically

<sup>1</sup> <http://grupo-orbis.com/inversionistas/gobierno-corporativo>

those relative to the principles detailed in the Framework Agreement and for such the best efforts be made in order to comply with international best practices and those of the sector. This includes the recopilation and evaluation of the necessary and pertinent information, definition of objectives, appropriate quantifiable targets, and the regular follow up and verification of their progress.

5. The Supplier declares knowledge of the Grupo Orbis Corporate Code of Conduct, which was accessed through the Grupo Orbis web page.

## II. DEFINITIONS AND INTERPRETATION

1. For the effects of this Agreement the following definitions are established, be they used in the singular or plural.

The terms that appear below, and that in the text of the Agreement appear capitalized will have the following meaning, except for when in the context the natural meaning be clearly another or at least that is expressly stipulated otherwise.

1.1. **“Affiliates”**: the individual persons, societies or national and foreign entities that are: i) directly controlled by the supplier as subsidiaries or subordinates of the Supplier; ii) are direct or indirectly controllers of the Supplier; iii) be or come to be a real beneficiary of the Supplier; and iv) or come to be subordinated or associated economically to the Supplier.

1.2. **“Confidential Information”**: Means any information in written, oral, visual, or any other medium or form, be it physical or digital, susceptible of fixation, preproduction or distribution, that is property of Grupo Orbis or over which the latter detains some type of right, including but not limited to policies, procedures, plans, projects, research, tariffs and/or information about Grupo Orbis, and, in general, all information related to the social object and ordinary operation of Grupo Orbis, its commercial strategies, *good-will*, *know-how*, stockholder information, data and operations bases, procedure manuals for software and company secrets. Likewise, the Confidential Information has the character of privileged information and industrial secrets for the effects of civil, commercial and penal law.

1.3. **“Grupo Orbis”**: All the legal entities that make up or come to comprise the business conglomerate and/or business group of Grupo Orbis S.A. or those with which it maintains commercial relations, in virtue of which the relationship with the Supplier will benefit said companies.

1.4. **“Supplier”**: The legal entity or society, national or foreign, whose legal representative or authorized employee, or the natural person, that has entered the Grupo Orbis S.A platform and has accepted this Agreement.

1.5. **“Part”**: Grupo Orbis or the Supplier individually according to the context.

1.6. **“Parts”**: Grupo Orbis and the Supplier jointly.

1.7. **“Representatives”**: The management, administrators, employees, agents, lawyers, auditors, consultants, financial advisors, contractors and subcontractors, independent of any of the Parts.

2. Interpretation.

2.1. The terms that appear capitalized in this title will have their meaning as pointed out in numeral 1;

2.2. The titles of the articles and clauses only serve as reference but do not indicate the intention of the Parts nor should they be employed to interpret, restrict or broaden this Agreement, its terms and effects;

2.3. References to articles and clauses will be understood as made to the articles and clauses in this Agreement;

2.4. The lists used for illustration purposes or as example do not limit the scope of said statement;

2.5. The references made to contracts or other legal business will also include their extensions and modifications, as well as references to laws and other legal norms will include those that modify or replace them;

2.6. The Annexes in this Agreement are an integral part of the same; and

2.7. Any mention of dates and times will be understood as referring to the calendar of the Republic of Colombia.

### III. EXTENSION OF THE FRAMEWORK AGREEMENT

The Supplier is obliged to extend compliance of this Framework Agreement to its Affiliates and Representatives. Consequently, the Supplier is obliged to divulge, educate and take diligent measures when verifying compliance of its Representatives with this Framework Agreement.

### IV. PRINCIPLES

1. The human aspect.

Respect and observance, in all economic activities, of human rights including labor laws contained in the United Nations' Universal Declaration of Human Rights, which include but are not limited to:

1.1. Liberty of association: the Supplier, its Affiliates and Representatives, shall allow their employees the right to freedom of association and the right to collective negotiation, considering that the employees' representative will not be object to discrimination or rescindment of their contract as retaliation for carrying out the rights of the employees, presenting complaints, participate in union activities or reporting apparent violations of the law.

1.2. Forced labor: the Supplier, its Affiliates and Representatives shall not, under any circumstance, use ore make use of labor carried out involuntarily under threat of punishment, including compulsory over time, debt bondage, forced prison labor, slavery or servitude, as per Convention No. 29 of the international Labour Organization (ILO) on forced labor and ILO Convention No. 105 on the abolition of forced labor.

1.3. Child labor: the Supplier, its Affiliates and Representatives shall not make use of child labor and will act in compliance with Convention No. 138 of the ILO on minimum age, which indicates that no child under the age of 15 years old (14 in some developing countries) is authorized to work, with exceptions allowed by the ILO or national laws. The Supplier shall also act in accordance with Convention No. 182 on the elimination of the worst forms of child labor and in the case of employing young workers, shall prove that the work undertaken by them does not imply unnecessary physical risk that could the undermine the development of the minor.

1.4. Fair and equal treatment: the Supplier, its Affiliates and Representatives shall behave with dignity, respect and integrity in its dealings with employees, where any type of discrimination due to race, color, social or ethnic group, nationality, age, religion, sex, sexual orientation, political ideology, handicap, union membership, medical exams or marital status will not be tolerated in accordance with Convention No. 111 of the ILO on discrimination. The Supplier shall not tolerate any type of harassment, threat, intimidation or verbal, sexual, physical or psychological abuse towards their employees.

1.5. Health and safety: with the objective of protecting the health, safety and life of its employees the Supplier, its Affiliates and Representatives shall implement a strict policy of workplace safety. The Supplier, its Affiliates and Representatives shall work actively to detect and opportunely correct unsafe conditions, as well as continuously developing conditions in the place of work that are safe and healthy. The Supplier, its Affiliates and Representatives will preferably apply internationally accepted norms such as ISO occupational health and safety regulations.

1.6. Remuneration: the Supplier, its Affiliates and Representatives will adopt a fair remuneration policy which in the very least complies with all the local wage and hours laws, as well as respecting minimum wages, payment of over time and guarantee benefits required by law. The Supplier shall not apply a disciplinary deductions or any other type to salary nor any type of discrimination in employment and remuneration practices.

## 2. The environmental aspect.

2.1. Environment: the Supplier, its Affiliates and Representatives will guarantee compliance with all legal requirements applicable related to the environment, health and safety, as well as guaranteeing the protection of the health and safety of the local neighborhoods in the places or locations where they operate. Preferably it is expected that the Supplier, its Affiliates and Representatives have implemented a relevant Environmental Management System according to ISO regulations for environmental management that is designed to identify, control and mitigate important environmental impacts.

2.2. Safety of the products: the Supplier, its Affiliates and Representatives shall detect and manage the environmental risks and impacts associated to their products preferably during their whole life cycle. With the objective of reducing risks, the Supplier will transmit their knowledge and experience to their Grupo Orbis, and will transparently and proactively inform Grupo Orbis about environmental and safety aspects of their products.

2.3. Consumption of resources, prevention of contamination and reduction of waste to a minimum: the Supplier, its Affiliates and Representatives shall use natural resources efficiently, reduce waste and emissions into the atmosphere, soil and water, and employ technologies that are energy efficient and respect the environment in production and services.

2.4. Continuous improvement: the Supplier, its Affiliates and Representatives will continuously evaluate and optimize their products, work methods, production processes and services, seeking continuous improvement in its environmental performance and guaranteeing that these changes will be carried out in a controlled fashion.

#### 1. The ethical aspect.

3.1. Norms and regulations: the Supplier, its Affiliates and Representatives shall direct their business activity ethically and fairly, operating in compliance with international, national and local laws and norms that apply to their commercial activities.

3.2. Free and fair competition: the Supplier, its Affiliates and Representatives shall value free and fair competition all around the globe, as well as respect legislation in what refers to competition and anti-trust laws.

3.3. Bribery and Corruption: the Supplier, its Affiliates and Representatives shall not offer or promise any personal or inappropriate advantage, be it directly or through intermediaries, in order to obtain or maintain a deal or other advantage from a third party, be they public or private. The Supplier, its Affiliates and Representatives will not pay, organize nor accept bribery of any kind as well as not undertaking any action that will violate or make their businesses violate any applicable anti-bribery law or legislation.

3.4. Conflict of interest: it is expected that the Supplier, its Affiliates and Representatives inform Grupo Orbis about any situation that could be considered as a conflict of interests and to disclose if any employee at Grupo Orbis has had an interest of

any kind in the Supplier's business dealings or any type of economic connection with the Supplier.

3.5. Confidentiality: the Supplier, its Affiliates and Representatives shall protect the confidential information provided by Grupo Orbis and its respective business partners.

3.6. Transparent accounting: the Supplier, its Affiliates and Representatives will apply the principles of accurate and reliable accounting, as well as abstaining from participating in money laundering activities.

## V. COMPLIANCE

As part of its commitment to a sustainable supply chain, Grupo Orbis reserves the right to verify compliance with the Framework Agreement through internal or external evaluation mechanisms. Consequently, the Supplier is obliged to cooperate in said evaluations by supplying the required information and allowing physical inspections when so required by Grupo Orbis.

## VI. DATA PROTECTION

Protection of data includes any operation or set of operations dealing with personal data, such as collection, storage, use, circulation or suppression. This data can only be used with previous, express and informed consent from the Titleholder. Personal data cannot be obtained or disclosed without previous authorization, or the absence of a court order or legal mandate as a substitute for consent.

The Supplier declares and is additionally bound to the applicable legislation on the following terms in what respects personal data protection:

1. That in light of the country's personal data protection regimen they shall be assigned as responsible when Grupo Orbis provides information.
2. Has the corresponding authorizations in order to transfer the information and personal data needed to carry out its obligations.
3. Assures that the information provided is delivered voluntarily and is accurate.
4. Grants Grupo Orbis permission to collect, store, use, share its information amongst Group companies and third parties and provide data about compliance or non-compliance of obligations, to credit reporting systems directly or through public entities that carry out supervision and control functions.
5. Grants Grupo Orbis authorization to process personal data in any country abiding by the security parameters established in current legislation.

6. Grants Grupo Orbis authorization to transfer to its Affiliates and Representatives the information needed to carry out its obligations in the development of its business relations.
7. Grants Grupo Orbis authorization to create data bases and use them for commercial purposes.
8. Allow access to provide evidence to to the authorities, when so requested by Grupo Orbis for the fulfillment of their legal and contractual obligations.
9. Defend Grupo Orbis in the event of complaints from titleholders of the captured data, from third parties or administrative investigations, according to the principles of veracity or quality.
10. Updates the captured and necessary data to carry out their obligations each time a titleholder so requires.
11. Authorizes Grupo Orbis to consult at any given time credit and risk reporting systems for relevant information, in order to know the Supplier's performance as a debtor which includes but is not limited to: i) payment capacity; ii) other necessary data to assess future credit risk.
12. Authorizes Grupo Orbis and its Affiliates to: i) keep the reports and statements extracted from the information provided including but not limited to the reports made or received by the credit and risk reporting systems; ii) provide the credit and risk reporting systems data relative to credit requests as well as other data relative to business, financial and general socioeconomic relations that the Supplier has released or that appear in public records, public databases or public documents.
13. Knows, accepts and periodically reviews Grupo Orbis's Data Protection policy<sup>2</sup>.

## VII. CONFIDENTIALITY

1. The Supplier is obliged to protect the Confidential Information that Grupo Orbis has revealed or reveals to the Supplier, its Representatives and Affiliates.
2. In virtue of the present Framework Agreement, the Supplier is obliged to not reveal, disclose, exhibit, show and/or communicate the Confidential Information that it has received or receives from Grupo Orbis to any natural person or legal entity different from its Representatives that have the need to know said Confidential Information, nor use it in favor of third parties or in their own benefit, directly or indirectly, for publicity, academic, or non-profit purposes, and, consequently, obliges itself expressly and irrevocably to keep it confidential and private and to protect it in order to prevent its unauthorized disclosure,

<sup>2</sup> [www.grupo-orbis.com](http://www.grupo-orbis.com)

exercising over it the same degree of diligence used by a good businessman to protect his own confidential information.

3. The Supplier shall inform its Representatives that receive Confidential Information, about the reserved nature of the same and require them to submit in writing to what is stipulated in the present Framework Agreement. The obligation of confidentiality assumed by the provider includes not only maintaining the private nature of the Confidential Information received from Grupo Orbis but also includes the obligation of not disclosing to a third party that said Confidential Information has been given to them. The supplier shall prevent the production of copies or any type of reproduction of the Confidential Information, except when it is absolutely necessary and counts with previous authorization from Grupo Orbis.
4. Through the subscription of this framework agreement, the supplier se obliga that all confidential information that is delivered by Grupo Orbis shall be kept in a place with limited access available only to its Representatives that need to know it for the development of the purposes for which it is provided.
5. This Framework Agreement, on its own, does not oblige Grupo Orbis to reveal information to the Supplier, be it confidential or not.
6. The term during which the supplier is obliged to keep the confidentiality of that Confidential Information will be equal to the greatest period of time between the duration of the business relation plus five or ten years counted as of the acceptance of this Framework Agreement or the period in which the Confidential Information maintains its characteristics including but not limited to trade secrets.
7. The Confidential Information that Grupo Orbis reveals to the Supplier can only be used for the development of each of the activities that are executed on the occasion of the business relationship that the Parts maintain and in any other contract, or fact that connect the parts, as long as the use of the Confidential Information is necessary for the development of the contract or contracts that are in place and are being executed at the moment of said use.
8. The protection and reserve granted to Confidential Information will not be provided in all effects of the present Agreement to information that:
  - 8.1 Is revealed by Grupo Orbis indicating expressly it's non-confidential.
  - 8.2 Is revealed and or disclosed in the development of or by order of a law, decree, sentence, or order from a competent authority in the exercise of their legal functions. In this case, the supplier is obliged to advise in writing Grupo Orbis within the three following calendar days after the date that the order to disclose the information is received, so that Grupo Orbis can take the necessary steps to protect its Confidential Information, under



penalty of incurring non-compliance of this Framework Agreement. Likewise, the Supplier is obliged to take the necessary measures to avoid - through all legal means - the disclosure of the information, and to lessen the effects of said disclosure, in case that it has not been possible to prevent it; Said measures will include, but are not limited to, pointing out to the competent authority the confidential character of said information and disclose only that information which has been expressly requested.

8.3 That is public domain or acquires said condition, or is published in any media, without any action by the Supplier.

9. The supplier is obliged to maintain in strict reserve the Confidential Information and not sell it, use it for any means different to the business relations that the parts maintain or may come to maintain, exchange or transfer it in any other form or under any other title. Likewise, the Supplier is obliged to not publish or reveal, in any other form, the Confidential Information to any person or entity, in any form, including disclosure through photocopies, facsimiles or any other means of reproduction, without previous authorization given in writing by Grupo Orbis.

10. The Supplier understands and recognizes that the information provided by Grupo Orbis or its respective Representatives is given without any declaration of guarantee, express or t cita, about the accuracy or integrity of the Confidential Information revealed, more than the veracity that the documents themselves put into evidence. The supplier accepts the inherent risk of error in the acquisition, processing or interpretation of said Confidential Information. As such, the Supplier shall always verify with Grupo Orbis the accuracy of its interpretations in relation to the Confidential Information.

11. Neither Grupo Orbis nor its respective Representative shall be held responsible by the Supplier for the use of the Confidential Information made by the Supplier, nor for the Supplier's actions which are based on or related to the Confidential Information, nor for errors or omissions in the Confidential Information.

12. Grupo Orbis and its Representatives shall not be responsible for the use made by the Supplier of the Confidential Information, or for the conclusions to which it might arrive based on the Confidential Information.

13. The Supplier can reveal the Confidential Information to the people described below without previous written authorization from Grupo Orbis, as long as disclosure of said information results necessary for the development of the business relations that the Parts maintain or might come to maintain:

- o Representatives, and
- o Affiliates.

14. Before disclosing Confidential Information to any of the persons mentioned in the numeral above, the Supplier shall obtain from the persons above a written commitment of

strict confidentiality and non-disclosure, which guarantees, minimally, guarantees equal to those contained in this framework agreement.

15. The Supplier shall be responsible for assuring that the people or entities mentioned in numeral 13 above keep the Confidential Information in absolute reserve and do not disclose, sell, misuse, exchange, or transfer it in any other form or through any other title. The Supplier shall be responsible for the direct and indirect damages that result to Grupo Orbis as a direct or indirect consequence of the violation of the obligation of confidentiality herein agreed.

16. The Confidential Information delivered by Grupo Orbis is exclusive property of the same, and shall be treated as confidential and kept under this understanding by the Supplier.

17. The Supplier is obliged to return all the Confidential Information it might have received within the 5 work days following the date in which Grupo Orbis asks for its return, including, but not limited to, all copies, extracts and other reproductions of the Confidential Information. On the other hand, in case it is requested by Grupo Orbis, the Supplier is obliged to destroy all Confidential Information and all material that may have been created based on the Confidential Information, requesting confirmation, through written certification, of said destruction, without prejudice of the rights it provides Grupo Orbis to access the Supplier's physical and electronic files with the objective of verifying compliance of this obligation. The same procedures will be carried out on occasion of the termination of any contract or the business relation that the Parts may have or may come have.

18. In any case, the fact of not receiving communication requesting the return or destruction of Confidential Information does not Liberate the Supplier from their obligation of custody, in the terms set out in the present Framework Agreement.

19. The delivery of the information to Grupo Orbis by the Supplier, be it confidential or not, does not provide nor will it provide, explicit or implicit authorization, permission or license to use the commercial brands, patents, copyrights or any other industrial or intellectual property rights. This Framework Agreement and the delivery or reception of information, be it confidential or not, does not constitute or imply promise of carrying out any contract between Grupo Orbis and the Supplier.

## VIII. SPECIAL DECLARATIONS

1. Through the celebration of this Framework Agreement the Provider declares that it, its Representatives, Affiliates, stockholders or partners and real beneficiaries:

1.1 Are not, and have not been, listed in the Specially Designated Nationals Lists (SND List) of the Office of Foreign Assets Control (OFAC) at the US Department of the Treasury, nor in any other similar list, associated, complementary or one substituting it, and pledges

that neither it nor its Representatives, partners or stockholders will be listed in said lists in the future;

1.2 Have not undergone disciplinarily sanctions by the Attorney General of the Republic of Colombia, declared fiscally responsible by the Comptroller General of the Republic of Colombia, sanctioned with a term of imprisonment by a competent judicial authority, nor is or are, or have been subject to an existing detention order, and pledges that neither it, nor its Representatives, staff, employees, partners or stockholders will incur in, or be subject to any of these sanctions or measures in the future;

1.3 Have not participated in money laundering activities, contraband, falsifications of products or services of any type, usurpation of industrial property rights, violation or infringement of intellectual property rights, or any other intentional crime as so described in the Colombian Penal Code, and pledges that it nor its Representatives, partners or stockholders will participate in any of these activities in the future.

2. The Provider accepts expressly that the veracity of the declarations above and the fulfillment of the obligations above are an essential requirement for the continuity of its association with Grupo Orbis and that, in case any of the declarations above prove to be false, or that it, its Representatives, Affiliates, partners or stockholders and real beneficiaries do not comply with any of the obligations above, Grupo Orbis will unilaterally terminate any contract that exists between the Parts including this Agreement and end the existing business relations between the Parts and that will give grounds for the execution of the penalty clause foreseen in this Document and in any case will be understood as a termination con justa causa by Grupo Orbis, reason for which there will be no reason for payment of any losses or payment of clausula penal or fine by Grupo Orbis.

3. Without prejudice of the above, this agreement will continue in place. Consequently, the Provider shall be obliged to comply with the obligations herein described especially those pertaining to confidentiality and non-disclosure.

## IX. ANTI-CORRUPTION

The Provider declares that:

1. Their Representatives, Affiliates, stockholders, partners and real beneficiaries are not government officials and have not contracted or will contract or compensate or offer to compensate any government employee, nor force others to make offers or direct or indirect payments to government officials with the objective of influencing them or inducing them to make any decision benefiting the Provider or Grupo Orbis.

2. That it will not hire any subcontractor, consultant, agent or representative related to any existent business relation or that may come to exist with Grupo Orbis without a complete review of this person, their reputation and integrity.

3. That it will not hire any subcontractor, consultant, agent or representative that does not comply with national and international anti-corruption norms, and will inform Grupo Orbis immediately in case a violation of the same comes to their knowledge.

## **X. UNFAIR COMPETITION**

The Provider manifests expressly, by accepting this Framework Agreement that it, its Representatives, Affiliates, partners or stockholders and real beneficiaries, are not part, directly or indirectly, or through a representative, of activities that are considered business competition of Grupo Orbis and pledges that it, its Representatives, Affiliates, partners or stockholders and real beneficiaries will not be part of these type of activities during the term of the present Framework Agreement under penalty of incurring in disloyal competition through violation of industrial and trade secrets.

## **XI. SANCTIONS**

The violation by the Provider of any entity or person be they national or international to whom this Framework Agreement may extend will lead to the termination by Grupo Orbis of all business relations held and execution of: i) penalties and sanctions agreed in the different contracts that the parts have celebrated; and ii) the payment of resulting damages.

## **XII. VALIDITY**

The present Framework Agreement will be valid for the duration of the business relations between the Parts, without prejudice of the term agreed in numeral VII.

## **XIII. CONFLICT OF INTERESTS**

The Parts manifest and recognize that for all effects of the present Framework Agreement, a conflict of interest will be presumed in a situation derived of the impossibility of satisfying simultaneously two interest, which are conformed by the interest present in the person of the administrator of the society (be it that the interest is that of the administrator himself or of a third party with which the administrator has dealings) and the interests of the society he administrates. As per the above, the Provider declares, under oath:

1. That neither it nor its Representatives, partners or stockholders have blood relationships to the fourth (4th) degree or affinity to the second (2nd) degree, or first (1st) degree civil with any legal representative or board member of Grupo Orbis.
2. That it has knowledge of and understands the regulations concerning conflict of interest currently provided by Colombian legislation.
3. That it has studied the dispositions above and all circumstances necessary for guaranteeing that neither the Provider, its Affiliates, nor its Representatives, partners or

stockholders and real beneficiaries, breach the dispositions found in the present clause, nor during the pre-negotiation stage before the signing of this Framework Agreement, and that they will not breach it during the execution, settlement or termination of the present Framework Agreement, nor in any other relation they may have had or have with Grupo Orbis.

4. That being the Provider, its Affiliates, Representatives, partners or stockholders and real beneficiaries involved in a situation of conflict of interests, this fact has been previously informed in writing to Grupo Orbis' legal representative, and as such said fact is known by Grupo Orbis, and contracting the Provider was subject to the rigorous procedure established by Grupo Orbis.

5. That in case the Provider, its Affiliates, Representatives, partners or stockholders and real beneficiaries, at any time, become involved in any situation of conflict of interest, without having given previous warning of the fact to Grupo Orbis as per the item above in the present clause, Grupo Orbis can terminate the present Agreement or any other existing contractual relation due to breach of contract by the Provider of the obligation to provide information and transparency.

#### **XIV. TRANSFER OF RIGHTS**

The Provider transfers and will transfer, completely, without any limitations, for life and freely, to Grupo Orbis the property rights to which it holds title or may hold title of in the future over any intellectual property rights that are generated or may be generated during the business relationship the Parts have or may come to have on occasion of the same (from now on the "Rights").

1. Grupo Orbis may use and exploit all over the world and during the duration of the legal protection of the Rights, in any way 100% of the property rights of the Rights.

2. The Provider declares that the Rights comply with and will comply with the originality requirements made in current national and international law in what refers to intellectual property and that with it third party intellectual right have not and will not be violated.

3. The Provider authorizes Grupo Orbis to realize all the necessary paperwork in order to register the transfer with the National Copyright Office and/or other international office of interest for the effects of publicity and effectiveness against third-parties. The Provider is obliged to abstain from carrying out any action in detriment of the Rights.

4. The Provider is obliged to make available to Grupo Orbis all documents necessary for the registration, use and exploitation of the Rights.

5. In virtue of the transfer of the ownership rights, Grupo Orbis will be able to carry out, authorize or prohibit: reproduction, public communication, public distribution of samples; translation, adaptation, modification, arrangement or any other transformation of the work;

importation of samples of the work reproduced without authorization and also has the rights to exploit the work transferred or authorize others to exploit it in a determined form and in general, all the faculties given by existing national and international laws in reason of its ownership rights including any type of exploitation of the transferred work that can be carried out through any means known or that will be known.

6. The Parts agree that the Rights are and will be susceptible to protection under copyright law and as consequence it is understood that the transfer of ownership of the Provider's Rights is carried out and will be carried out without prejudice to the moral right granted in article 11, Andean Decision 351, 1993 and in accordance with article 30 of Law 23, 1982.

In virtue of the above, it is understood that Grupo Orbis acquires the right to reproduce in all modalities, including audiovisual inclusion, the right to transform or adapt, publicly communicate, distribute and, in general, any type of exploitation of the works can be carried out through any means known or to be known.

7. The transfer of the ownership of the Rights above will always be free in nature.

8. The Parts consent to register the Rights, with the National Copyright Office and/or other international office of interest for effects of publicity and effectiveness against third-parties. Grupo Orbis is responsible for the registration of the Rights and any complementary work and for that, in any case, the Provider will act in accordance with what is contracted in this Agreement.

## **XV. COMUNICACION**

Any communications that must be sent from one Part to another must be delivered to the persons and addresses indicated in the identification of the Parts in this Framework Agreement or the address that appears in the Mercantile Registry for the domicile where the Parts are established.

## **XVI. ARBITRATION CLAUSE**

Any difference that may arise between the parts due to rights and obligations that arise from the present agreement and its pre-contractual, contractual or post contractual stage that cannot be resolved directly among them will be submitted to the decision of an Arbitration Court made up of one (1) arbitrator in the case of issues that deal with small quantities and of three (3) in the event of quantities that are larger, named of common agreement by the parts, chosen from the list of specialists from the Conciliation, Arbitrage and Amicable Composition Center in the Medellin Chamber of Commerce for Antioquia. In case is not possible to reach complete agreement between the parts, the same can make a sub list of arbitrators (from the general lists in the Center) so that, based on them, the Center can designate an arbitrator through drawing by lot. If in this way the parts cannot reach an agreement on the arbitrator(s) in a time period of up to five (5) work days counted as of the last meeting carried out for said purpose, the arbitrator will be named by the aforementioned Center by drawing lots from among its list. The procedure shall be the one

indicated by current legislation on this subject, also, the decision shall be legally binding and an award shall be handed out before five (5) months have passed counted as of the date of the notification of the entertaining of the action. The location of the Court shall be the installations of the Conciliation, Arbitrage and Amicable Composition Center in the Medellin Chamber of Commerce for Antioquia, in the offices designated by the same.

## **XVII. JURISDICTION AND APPLICABLE LAW**

The present Framework Agreement will have as jurisdiction the city of Medellín, and will be interpreted and governed in accordance to legislation in force in the jurisdiction of the company in the business conglomerate Grupo Orbis with which commercial relations are established.

## **XVIII. AUTONOMY OF THE AGREEMENT**

1. This Framework Agreement is completely autonomous in respect of other contracts or agreements celebrated or that may be celebrated between the Parts, as such its existence, validity and compliance are not subjected to any other agreement or contract. However, the obligations contained in the present Framework Agreement will be applicable to previous and future agreements and contracts that are celebrated between the parts.

2. Breach of any of the obligations contained in this Agreement will enable Grupo Orbis to terminate, unilaterally, any other agreement or contract celebrated with the Provider without the latter being able to request any type of award for damages due to said termination.

## **XIX. REPORTING INFRINGEMENTS.**

The Provider shall report any suspicion of violation of legislations, laws or this Framework Agreement.

Violations shall be reported to the contacts at Grupo Orbis or can be communicated confidentially through the Grupo Orbis Ethics Line using any of the following channels:

Phone line

(Monday to Saturday 7:00 am – 7:00 pm)

Argentina: 0800 444 1708

Brasil: 0800 761 5021

Chile: 800 104 028

Colombia: 018000 511 033

Costa Rica: 08000 572 043

Ecuador: 1800 101 081

El Salvador: 503 2259 5734

Guatemala: 502 2302 5789

Honduras: 800 2791 9142

Las Antillas: 736 58 66 Ext 6000

México: 01800 767 9101

Nicaragua: 1 8000 200

Panamá: Cable & Wireless (C&W) 00800 570 0036

Otro Operador 0110 0800 570 0036

Perú: 0800 54 604

Venezuela: 0800 100 5077

E-mail (round the clock):

[lineaetica@grupo-orbis.com](mailto:lineaetica@grupo-orbis.com)

Grupo Orbis reserves the right to request the letter of adhesion to this Framework Agreement signed by the Provider's legal representative.

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