

POLICY**CODE OF ETHICS FOR SUPPLIERS****PURPOSE:**

The purpose of this document is to fulfill and implement the principles contained herein, including but not limited to observance of human rights and acceptable working conditions among its employees, ethics and integrity, social responsibility, corporate and governance responsibility, and environment, as well as encouraging them to abide by the values practiced within Bocar Group.

SCOPE:

From the establishment of the Code of Ethics for Suppliers to its dissemination and implementation.

VALIDITY:

Generally applicable for Suppliers and for the legal entities in the territories where Bocar Group has a presence.

RESPONSIBILITY:

1. All Bocar Group staff that interact with Suppliers are responsible for ensuring that each of them correctly implements the Code of Ethics for Suppliers.
2. The Legal and Compliance area, along with the Purchasing area, are responsible for publicizing the Code of Ethics for Suppliers through the organization's website.
3. The Suppliers are responsible for being familiar with this Code since it is an essential part of our corporate ethics and is mandatory for all our Suppliers and service Suppliers (the "**Supplier**") that want to establish a business relationship with one of the Bocar Group companies as well as with any of its subsidiary, affiliate, controlled, or controlling companies. If the Supplier fails to comply with any of the provisions laid out in this Code, Bocar Group reserves the right to terminate its business relationship with the Supplier.

DEFINITIONS

Communications: Any and all written, visual, or audio messages that refer to the regulations and rules under the Compliance Program.

Zero-tolerance conduct: Any conduct, behavior, or attitude that Bocar Group has defined as receiving absolutely no flexibility or acceptance on the part of the board members, executives, managers, employees, or Suppliers.

Instruction: All training given to Suppliers regarding the provisions of this Code that apply to Bocar Group operations in order to comply with them.

Bocar Group: Used to collectively or individually refer to the companies that make up Bocar Group without limiting the Bocar Group legal entity with which the Supplier has concluded a contract or purchase order.

Confidential information: For Bocar Group, this refers to: financial information and information of any other kind concerning our shareholders/executives/managers/employees, investments, accounting and financial information, prices and their calculation methods, strategies, plans and objectives, acquisitions, mergers, business plans, policies, procedures, legal and administrative disputes, legal documents (contracts, documents issued by federal/local/international authorities) information related to unethical reports/complaints/internal investigations, lists of employees/customers/Suppliers, designs, research and development of new technology/products/projects by Bocar Group, its affiliated subsidiaries, or any third party.

Regulations and rules under the Compliance Program: Laws: anti-corruption, anti-money laundering, prevention of terrorist financing, economic competition, data protection, harassment, bullying, crime prevention, and others that apply for our operations and lines of business. In addition to the Code of Ethics, Compliance Program, policies on: integrity, anti-corruption, anti-money laundering, prevention of terrorist financing, respect for human rights, economic competition, conflict minerals, personal data protection, and other policies, directives, procedures, and guidelines that establish obligations and responsibilities for Bocar Group.

POLICY

CODE OF ETHICS FOR SUPPLIERS

Supplier(s): Any third party that: (i) provides Bocar Group with goods, services, or supplies; (ii) provides services to direct Suppliers of Bocar Group (subcontracting); (iii) acts in the name and on behalf of the Group.

EXECUTION

1. General Directive

The Bocar Group Code of Ethics is an integral part of the Statement of Acceptance of Terms and Conditions for the Purchase of Products and Services, and must be read along with the terms and conditions governing the legal relationship between the Supplier and Bocar Group. As such, the acceptance of the General Terms and Conditions will be interpreted as express acceptance of this Code.

2. Compliance with Applicable Legislation

The Supplier pledges to comply with and to ensure its employees, contractors, and suppliers comply with any legislation that applies to it based on its particular line of business or industry. The Supplier likewise pledges to comply with and respect the agreements laid out in this Code, any contractual agreements that the parties reach based on their business relationship, and Bocar Group's internal policies regarding anti-corruption and the receipt of gifts.

3. Anti-corruption

At Bocar Group, we have a zero tolerance policy regarding corruption and bribery. This includes a total rejection of facilitation payments or bribes to obtain any kind of competitive advantage. For Bocar Group, a bribe is any offer, promise, delivery, acceptance, or demand for an incentive either in cash or in kind that an employee has extended to a third party and is intended to induce a person to provide undue support in violations of their duties, or to otherwise influence someone with the purpose of unfairly obtaining or retaining business or obtaining an advantage in negotiations.

As part of our culture of integrity and ethics at Bocar Group, we are committed to conducting our activities and business honestly and transparently, which is why Bocar Group requires the Supplier to pledge to implement and maintain adequate policies, controls, and procedures within its organization to prevent, detect, and combat corruption on the part of its executives, officers, employees, agents, affiliates, subsidiaries, and suppliers, as well as any third party that acts in its name and on its behalf. These policies, controls, and actions aimed at eradicating corruption may include but are not limited to those mentioned in this Code.

The Supplier will comply with any applicable laws and regulations against corruption, including international statutes on the matter, and likewise pledges to comply with the Bocar Group Anti-Corruption Policy and [the Bocar Group Policy on Gifts, Trips, and Entertainment Events](#), which the Suppliers have been made aware of prior to establishing business relationships.

The Suppliers likewise declare that when acting in their name, [on their behalf](#), or [with the tools provided to them](#), their shareholders, executives, officers, employees, agents, legal representatives, affiliates, subsidiaries, suppliers, [and/or subcontractors](#) have not committed corrupt actions penalized by national and international laws or regulations.

The Supplier will not participate in nor tolerate any form of corruption, bribery, theft, misappropriation, or extortion extended by or towards any individual, company, public official, or any other entity with the purpose of influencing their decision in order to obtain or retain business, or intended to violate the applicable laws.

4. Conflicts of Interest

If based on their position or decision-making power, a family tie, a friendship, or any kind of link that could pose a conflict of interest exists between an employee, [executive, shareholder, or board member](#) in the Supplier's organization and an employee, [shareholder, executive, or board member](#) in Bocar Group, the

CODE OF ETHICS FOR SUPPLIERS

Supplier pledges to declare this to Bocar Group in a timely manner so as not to obtain personal benefits or use coercion in the decision-making within both organizations.

Similarly, the Supplier is prohibited from entering into particular negotiations with Bocar Group employees whose roles are related to awarding business deals or any who are part of any Purchasing area, process payments, or have the power to decide on awarding business in Bocar Group. The aim of this is to not obtain personal benefits or use coercion and to not give rise to any connection or potential conflict of interest between the parties.

If a corrupt act by any Bocar Group employee or officer is discovered or suspected, the Supplier may declare this through the channels established in the section [“Bocar te Escucha” Comprehensive Whistleblowing System](#) of this Code. In turn, Bocar pledges to investigate each case in a timely, objective, and confidential manner.

If for whatever circumstance the Supplier places itself in a potential conflict of interest, it must notify the Compliance Department in writing (see section 13 of this Code).

5. Prevention of Money Laundering, Terrorist Financing, and Anti-Crime Commitment

We expect our Suppliers to comply with the applicable laws prohibiting money laundering as well as those that require cash flows and other unusual/relevant operations to be reported pursuant to national laws as well as the applicable international laws.

The Supplier declares that it does not act, has not acted, and will not act directly or indirectly for or on behalf of a group, entity, nation, or country that conducts any unlawful activity under Mexican or international law, including but not limited to financing terrorist acts, drug trafficking, money laundering, or any other related illegal activity as well as any other activity subject to a penalty recognized by international law.

As a result of this, if Bocar Group discovers otherwise or receives information that indicates, suggests, or infers the direct or indirect participation of the Supplier or of any of its shareholders, affiliates, or subsidiaries in any of the aforementioned illegal activities, it will have the right to terminate the contract without requiring judicial declaration or payment of a penalty, compensation, or another amount to the Supplier.

The Suppliers likewise declare that when acting in their name, on their behalf, or with the tools provided to them by Bocar Group, their shareholders, executives, officers, employees, agents, legal representatives, affiliates, subsidiaries, suppliers, and/or subcontractors have not committed crimes under state or federal law on behalf of or to the benefit of Bocar Group.

The Supplier must implement integrity policies and have a crime prevention system in accordance with the applicable laws in Mexico, wherever it provides its services, or pursuant to any international laws that require compliance with said provisions.

The Supplier must maintain accounting ledgers and records at all times pursuant to all the applicable laws, statutory and tax requirements, and internationally accepted accounting practices.

6. Human and Labor Rights, Non-Discrimination, Diversity and Inclusion, and Sustainability

As part of its sustainable development principles and practices, Bocar Group requires its Suppliers to observe the particular principles of the International Labour Organization (ILO), the United Nations Organization (UNO), and the Organization for Economic Co-operation and Development (OECD) as concerns human and labor rights, the environment, combating corruption / money laundering / terrorist financing, the interests of consumers, due diligence, and transparent disclosure of information.

It is important to Bocar Group that its Suppliers comply with Protection to: [Human Rights, Labor, Diversity, Inclusion, and Sustainability principles through develop and implement policies, programs and management systems to:](#) (i) not allow itself, its Suppliers, or its subcontractors to use child labor (under 15 years) or forced

POLICY

CODE OF ETHICS FOR SUPPLIERS

labor; (ii) guarantee safe conditions, hygiene, and access to health services for its staff while respecting individual and collective freedoms; (iii) ensure compliance with its tax and health insurance obligations (particularly complying with health insurance obligations and paying their employer/employee contributions); (iv) promote non-discrimination (sex, race, religion, sex, race-color, religion, ethnic origin, pregnancy, maternity, tattoos, disability, sexual orientation, political conviction, [gender identity or expression](#), [political opinion or affiliation](#), [union affiliation](#), [marital status](#), [prejudice](#), [health](#), [age](#), [free choice of employment](#), [retaliation](#), etc.), with regard to the recruitment, selection, retention, compensation, administration and direction of [personnel applying the principles of diversity, inclusion and equity](#); (v) protect the privacy of personal data; (vi) [identify and promote the respect and protection of the environment](#), [air quality](#), [responsible natural resources management \(water, energy, minerals and biotic\)](#), [waste reduction](#), [green house reduction and comply with applicable environmental regulation to its business](#); (vii) respect the due diligence checks carried out by Bocar Group for its supply chain pursuant to internal Bocar Group policies and the applicable laws in force; and (viii) comply with the other provisions of this code.

The Supplier pledges to create an environment free from any form of discrimination including, but not limited to those mention above in section 6, (iv), or for having any illness unless it jeopardizes the health of the employee or the employees they interact with, and in such case, it will attempt to support them using mobility options, flexible work, or work from home, in an attempt to allow the employee to perform their roles in another environment that is safe and suitable for them to perform their roles properly.

The Supplier will at all times seek to foster a work environment free from harassment [and retaliation](#), will provide its employees with suitable work sites as well as equal opportunity to access promotions, awards, benefits, training, development, and remuneration; and it must at least ensure the rights granted to employees by law.

The Supplier pledges not to demand that its employees perform work if not accepted voluntarily by its employees, and it will not make their work contingent on handing over and retaining official documents such as their passport, official identification credentials, or professional licenses, and will likewise ensure its employees are free to voluntarily terminate their employment relationship.

7. Anti-monopoly and Free Competition

The Supplier will act in accordance with all laws on economic competition and any other local or international law, rule, or regulation regarding free competition. The Supplier must not make agreements with competitors or commit other acts that could hurt free competition, such as price setting or market allocation, or anything else that harms the market or consumers.

8. Confidential Information

At Bocar Group, we are aware that information is a very important asset and we feel it is the duty of our Suppliers and subcontractors to implement the necessary measures to care for it. Information handling represents a joint responsibility between Bocar Group, Suppliers, subcontractors, and third parties, given that the sharing of confidential information could be considered an illegal activity.

In the event that the Supplier: (i) receives confidential information granted by Bocar Group; (ii) transfers information provided by Bocar Group to third parties or subcontractors; (iii) obtains access to confidential information through the activity or business it conducts with Bocar Group; or (iv) obtains confidential information from Bocar Group by other means, it pledges to do the following for Bocar Group:

- Store information in hard copy in secure locations under lock and key to prevent access by unauthorized third parties.
- Protect electronic information using secure, personal, non-transferable passwords, firewalls, management systems, and using assigned computers (in the event Bocar Group gives it computers) solely for work-related purposes.
- Not to share usernames or passwords for computers, files, systems, or applications used at Bocar Group.

POLICY

CODE OF ETHICS FOR SUPPLIERS

- Not to disclose confidential information without prior authorization from Bocar Group via its legal representative or a person authorized to do so.
- Not to use social networks to share confidential information or information classified as confidential by Bocar Group.
- Not to sell, transfer, or disclose confidential information provided by Bocar without prior authorization from Bocar Group via the channels or legal documents established for such purposes.
- Make its subcontractors aware of the protection, storage, and privacy obligations for confidential information in addition to taking responsibility for any non-compliance by its subcontractors or third parties.

9. Personal Data Processing

The Supplier pledges to comply with all the applicable laws regarding personal data protection. The Supplier is responsible for ensuring that any information concerning personal data that it may obtain by means of its business activities with Bocar Group (the "**Confidential Information**") is kept strictly confidential and is not misused, disclosed, or sold to third parties. The Supplier will also protect and ensure Confidential Information as if it were its own information.

The Supplier will implement protection policies for personal data (personal, sensitive, and financial data) aimed at ensuring [privacy](#) is protected for information on employees, executives, customers, or third parties that is provided by Bocar Group. At a minimum, these data protection policies and procedures must meet the required terms and conditions for the use, processing, transfer, and confidentiality of personal data provided [in the applicable local and international laws](#).

10. Disclosure to Supplier Staff

The Supplier pledges to make its employees aware of the obligations cited in this Code and – as appropriate – [to urge them to participate in any instructional training on the Code of Ethics that Bocar Group may ultimately provide, or in any that the Supplier is required to provide concerning the rules indicated in this Code](#) since they are vital for a healthy relationship between both parties. The Supplier will be responsible for explaining to its employees any rule that may be unclear for any of its employees in order for all the staff under the Supplier's charge to fully comply with this Code.

11. Conflict Minerals

The Supplier pledges to comply with all the applicable laws on preventing and avoiding participation in the mining of minerals in conflict countries. The Supplier pledges to comply with all the guidelines established by the OECD to respect human rights and avoid contributing to the distribution and purchase of minerals mined in conflict countries. The Suppliers must also comply with the provisions indicated in the Bocar Group Conflict Minerals Policy. If the Supplier directly participates in the chain of supplying, purchasing, or mining minerals, it must immediately provide Bocar Group with any information that ensures compliance with these provisions via the mechanisms established by Bocar Group and implement the applicable due diligence mechanism issued by the OECD.

12. Compliance with this Code

Bocar Group may at any time request certification and proof of compliance with this Code from the Supplier since it considers it to contain crucial values for maintaining [an ethical and integrity business relationship between the parties](#). Certification of compliance with this Code will be requested by year to Supplier, in order to reinforce the importance that Bocar Group attaches to the values established in this Code and with a view to notifying the Supplier must it be modified.

13. Tip Hotline

In order to have healthy business relationships with our supply chain and to promote fair and honest business practices, we have adopted a comprehensive ethics system to prevent and detect inappropriate conduct. As

POLICY

CODE OF ETHICS FOR SUPPLIERS

a result, Bocar Group asks its Suppliers to report any violation of the values expressed in the Code to the “Bocar te Escucha” tip hotline using one of the following channels:

- 24-hour, 7-days-a-week, toll-free hotline: 800 310 21 00 (service available only in Mexico and in Spanish)
- Website: www.tipsanonimos.com/bocarteescucha
- E-mail: bocarteescucha@tipsanonimos.com
- Post office box: Galaz Yamazaki, Ruiz Urquiza, SC - AP CON-080, Mexico, CDMX, C.P. 06401
- Fax: 01 (55) 5255 1322 (service available only in Mexico and in Spanish)

Any report will be processed confidentially, and Bocar pledges to investigate any report it receives through said channels.

To improve follow-up on the reported circumstance, please provide the greatest detail possible and state:

- The circumstances that occurred
- When it happened
- Who is involved (name, position, and location)
- An account of the facts
- Physical or electronic evidence (video, audio, documents, or any other format)

14. Potential Termination

Failure to comply with this Bocar Group Code of Ethics by the Supplier may have various implications for the contractual relationship between Bocar Group and the Supplier. If offenses potentially deemed serious by Bocar Group are committed, Bocar Group may terminate the business relationship between the parties without requiring judicial declarations, and it may demand the Supplier pay any damages and losses this creates for Bocar Group as a result of terminating the contract for non-compliance with this Code in addition to any other legal actions that may apply to the particular case.

15. Questions about the Code?

This Code sets forth the minimum values and principles by which Bocar Group Suppliers must conduct themselves, but is in no way exhaustive regarding the subjects addressed, many of which have their own respective policy.

Bocar Group makes the Compliance department available to its Suppliers and third parties, who may contact it for help interpreting or clarifying this Code or any other issue they may have by e-mailing compliance@bocar.com.

16. Modifications and Final Thoughts

Omissions, exceptions, and any changes to this policy must be submitted to the Legal Manager and the Compliance Officer of the Bocar Group.

This policy takes effect on today's date and it revokes all contrary provisions, since the operational rules and procedures must be implemented by all business operations.

Any provision of this policy that may be considered invalid, unlawful, or unenforceable will be ineffective only in terms of the invalid provision to the extent of that invalidity. The unlawfulness or unenforceability of any provision will not affect the validity, legality, and enforceability of the remaining provisions of the policy.