

Alianza Team®

Contracting Policy

1. Objective

The purpose of the Contracting Policy is to establish the rules of the game for the procurement of goods and services by Alianza Team's Collaborators.

2. Scope

This Policy has a corporate level scope, and it applies to Team Foods Colombia S.A., Grasas S.A., Team Foods Mexico S.A. de C.V., Team Foods Chile S.p.A., and Bredenmaster S.p.A.

3. Definitions

To apply and interpret this Policy, the following definitions should be taken into account:

- a. **Non-disclosure Agreement:** It is the document by which the Company will protect its Confidential Information or that which is shared by a third party.
- b. **Alianza Team or the Company:** shall be (i) Team Foods Colombia S.A., (ii) Grasas S.A., (iii) Team Foods Mexico S.A. de C.V., (iv) Team Foods Chile S.p.A., (v) Bredenmaster S.p.A., (vi) Operadora Team S.A. de C.V., (vii) Team Foods USA Inc., (viii) Team Investments LLC, individually or collectively considered, as well as any other company that may become part of Alianza Team in the future.
- c. **SLA (Service Level Agreement):** It is the agreement of service levels of the Legal Department and it will apply to all requests for the preparation or review of Contracts.
- d. **Cross-Functional Area:** These are the support areas of the Strategic Business Groups formed under the Vice Presidencies of Corporate Affairs, Finance and Procurement, Operations and Talent.
- e. **Client:** Is the natural or legal person to whom the Company supplies its products.
- f. **Contract:** The Contract is an agreement of wills in which the Company is a party, and it is celebrated with a Client or a Supplier. This agreement of wills can be formed by the submission of a commercial offer and its acceptance, or by the signing of a contract. All Company Contracts must be in writing.
- g. **Quotation or Proposal:** It is the document that details the goods or services offered by the Supplier. The Contract Manager must request at least three (3) Suppliers for the goods or services to be contracted, unless in cases where there are fewer than three (3) suppliers due to specialization.
- h. **Due Diligence on Third Parties:** It is the process of getting to know the Company's Clients and Suppliers.
- i. **Request Format:** These are the formats from the Legal Department that must be completed by Contract Managers to request the preparation or review of a Non-disclosure Agreement or Contract.
- j. **Contract Manager:** The Alianza Team Collaborator responsible for requesting the review or preparation of Contracts from the Legal Department.
- k. **Strategic Business Groups:** These will be Team Foods, Team Solutions, and Bredenmaster.
- l. **Approval Matrix:**
- m. **Supplier:** The natural or legal person selected for the supply of the contracted goods or services.

4. Procedure for Contracting

Contract Managers from the Cross-Functional Areas and Strategic Business Groups must plan and identify their contractual needs with the necessary lead time. Once the need is identified, they must request three (3) quotes or offers from Suppliers.

Contract Managers will request the Legal Department to prepare or review a contract, following this procedure:

- a. Access the +Legal portal via Webdox, the contract platform of Alianza Team's Legal Department, and fill out the corresponding form. This form must be completed in detail and must be approved by the Collaborator who, according to the Approval Matrix, has the authority to approve expenses for the contract amount.
- b. Along with this form, (i) the certificate of existence and legal representation of the Supplier and (ii) the quotation or offer must be attached. If the form or documentation is incomplete, the Legal Department will inform the Contract Manager the following business day that their request is incomplete and will indicate the missing information to complete it.
- c. The Legal Department will have a period of five (5) business days, counted from the day following the date on which the request was made and it is complete.
- d. Once the five (5) business day period has expired, the Legal Department will send the contract, or its review of a contract or offer sent by a third party, for the Contract Manager to send it to the Supplier.
- e. Once the Supplier and the Company agree on the contract, the contract will be signed.
- f. If the Contract stipulates that the Supplier is obligated to process insurance policies to ensure the fulfillment of its obligations, Contract Managers must ensure that they are issued in accordance with the respective Contract.

5. Contracts to be Reviewed by Legal Department

- a. Contracts that exceed the following amounts:
 - i. Contracts from the Vice Presidency of Operations that exceed twenty-five thousand dollars (US \$25,000).
 - ii. Contracts from the Strategic Business Groups and other Cross-Functional Areas that exceed fifteen thousand dollars (US \$15,000).
- b. Contracts related to (i) the development of the Company's products, (ii) intellectual property (trademarks, patents, copyrights), or (iii) the Company's know-how.
- c. Maquila and industrial testing contracts.
- d. Software and technology contracts.
- e. Financial and credit contracts.
- f. Contracts for the purchase and sale of movable or immovable property.
- g. Warranty contracts, promissory notes, or bills of exchange.
- h. Business collaboration contracts, joint ventures, or similar agreements.

If a contract does not exceed the amounts established in subsection (a) but meets any of the conditions set out in the following subsections, it must be reviewed by Legal Department.

6. Contracts Requiring Approval by Alianza Team's Presidency

- a. Contracts exceeding fifty thousand dollars (US\$50,000) within a twelve (12) month period.
- b. When the purpose of the contract is related to (i) evaluation or execution of competitive or corporate strategy, (ii) organizational structure and architecture, (iii) new products and/or new categories, (iv) mergers and acquisitions, (v) financial risk Department, (vi) fiscal auditing, and (vii) work climate and culture, compensation system, labor lawyers. In these

cases, before processing the request, Legal Department will require the Contract Manager to provide evidence of approval by Alianza Team's Presidency.

7. Contracts Exempt from this Policy

This Policy does not apply to:

- a. The purchase of raw materials, supplies, ingredients, and packaging materials.
- b. The sale of finished products to the Company's customers.
- c. The purchase of spare parts by the Vice Presidency of Operations.
- d. Acquisitions of ownership interests in other companies.
- e. Employment contracts, labor conventions, or collective labor agreements.

8. Additional Rules

- a. **Advances:** The Company may accept advance payments under the following conditions:
 - i. it cannot exceed 30% of the contract value, and
 - ii. it must be backed by some form of guarantee from the Supplier.
- b. **Guarantees:** The Company requires that all its contracts be accompanied by guarantees to ensure their fulfillment. This is done to protect the Company's interests. Therefore, depending on the type and amount of the contract, Legal Department will have the discretion to determine the best way to secure the fulfillment of a contract. Guarantees can include insurance policies, bonds, promissory notes, bills of exchange, among others.

9. Role of the Legal Department

- a. The Legal Department is the channel through which Contract Managers formalize contracts approved by their Leaders.
- b. To handle requests from Company Collaborators in the three (3) countries, Legal Department will respect the order of requests and process them in the order they are received.
- c. The Legal Department will perform its duties to meet the Service Level Agreement (SLA) and satisfy the needs of Contract Managers.
- d. The Legal Department is not responsible for monitoring contract execution, as this is the responsibility of Contract Managers.
- e. The Legal Department will propose the most efficient contracting scheme to protect the Company's interests.
- f. If required, the Legal Department will be available to engage in negotiations and discussions with Suppliers in order to ensure the expeditious execution of contracts.
- g. The Legal Department will implement a platform through which all requests referred to in this Policy will be received and managed, including alerts for relevant obligations, deadlines, and more.
- h. The Legal Department will provide training to Alianza Team's Collaborators on the Contracting Policy.
- i. The Legal Department will safeguard the physical and digital records of contracts covered by this Policy.

10. Duties of Contract Managers

- a. Know and apply this Contracting Policy.
- b. Plan their procurements well in advance, in accordance with the provisions of the annual budget of the Cross-Functional Area or Strategic Business Group, as applicable.

- c. Conduct due diligence processes on third parties, as necessary to engage Suppliers for the Company, in accordance with the provisions of the Due Diligence Policy.
- d. Before making a request to the Legal Department, have the approval of their leader or the Collaborator with sufficient authority to authorize the expenditure.
- e. Contract Managers must not segment their purchases or contracts with the purpose of evading Legal Department's review.
- f. Contract Managers must adequately document their relationship with Suppliers, ensuring that communications are in written form.
- g. Monitor the validity of contracts, and request the extension or termination of the contract from the Legal Department with sufficient notice.
- h. Cross-Functional Areas or Strategic Business Groups may conduct tenders or invitations to bid, for which they will seek the support of the Legal Department.
- i. Request clear, concise, and complete quotations from their Suppliers. For any procurement, they must request at least three (3) quotations from different Suppliers, unless the market's specialization results in a lower number of available Suppliers.
- j. Require the Supplier to provide the guarantees stipulated in the contract within the established deadlines.
- k. Once the contract is signed, monitor its execution and inform the Legal Department of any delays or breaches.
- l. When its execution ends, request the preparation of the Contract Liquidation Act from the Legal Department.
- m. Do not execute any contract or accept any service without complying with what is established in this Policy and having a contract signed by the parties.

Internal Use – Legal Department

In this annex the rules for handling different types of contract requests will be outlined.

1. Introduction

The Legal Department has contract templates available for the various types of contracts the Company enters into. The Legal department lawyers will have the freedom to review, comment on, and adjust these templates. However, they must follow the rules established in this Annex to the Contracting Policy.

2. Contract Forms

Due to the Company's extensive and varied procurement activities, guided by efficiency and innovation criteria, we will work with the following contract templates:

- a. **Contracts for Cross-Functional Areas:** There will be two main types of contracts: (i) a simplified version covering contracts valued below US\$25,000 and (ii) a more extensive version for contracts exceeding US\$25,000.
- b. **Contracts for Strategic Business Groups:** There will be two main types of contracts: (i) a simplified version covering contracts valued below US\$15,000 and (ii) a more extensive version for contracts exceeding US\$15,000.
- c. **Acceptance of Commercial Offers:** Commercial Offers may be accepted as long as they are (i) clear, (ii) complete, and (iii) sufficient with respect to the goods or services to be contracted. In this regard, an acceptance letter may be prepared, which must clearly indicate (i) the accepted offer and a description of the goods or services, (ii) the price, (iii) the payment method, (iv) the fulfillment or execution date, and (v) the applicable warranties.
- d. **Regarding Guarantees:** It is crucial that guarantees are established based on (i) the supplier (among other factors, if it is a company domiciled in the countries where we operate), (ii) the contract price, (iii) the contract's purpose, and (iv) whether or not it is a loyal Supplier of the Company with a good compliance record. Accordingly, insurance policies, promissory notes, bills of exchange, bonds, or corporate guarantees may be requested to ensure contract fulfillment.

3. Principles of Legal Department

As a Cross-Functional Area, the Legal Department must be at the service of the Company. Therefore, in carrying out our function, we will act with (i) simplicity and attention to detail, and thoroughly understand what we are contracting and why we are contracting it; (ii) responsibility, (iii) transparency, (iv) proactiveness, (v) diligence, (vi) professionalism, and (vii) honesty.