

A stylized illustration of two hands, one in a light pink color and one in a dark teal color, holding a yellow pencil. The background is composed of large, abstract geometric shapes in teal, pink, and yellow.

# Ethics

# Charter

grupo **éxito**<sup>®</sup>

## Suppliers Ethics Charter

This Suppliers' Ethics Charter (from now on, the "Ethical Charter") defines the rules that apply in all cases within the supply chain of Almacenes Éxito and its affiliates or subsidiaries (from now on, "Grupo Éxito") to ensure that:

- Suppliers' employees are treated with respect and dignity in a work environment that guarantees their occupational health and safety;
- Purchasing, production and services are carried out with the greatest possible respect for the environment;
- Business relationships are free of any manipulation, active or passive corruption, extortion, embezzlement, money laundering and financing of terrorism, and, in general, illegal practices of any kind.

### 1. GENERAL

Each supplier of the Grupo Éxito undertakes to provide only products and services that comply with the provisions of this document and the local and international laws applicable to the development of its business, and the international standards contained in this Ethical Charter.

For this Ethical Charter, the term "Supplier" means any direct contracting party of the Grupo Éxito Suppliers undertake to disseminate and apply this Ethical Charter and ensure that it (and any appendices that Grupo Éxito may add) **applies to their subcontractors and suppliers.**

This Ethical Charter is part of a continuous improvement process. Each supplier commits to complying with it and modifying practices incompatible with the principles outlined in this Charter.

### 2. GRUPO ÉXITO COMMITMENT

Grupo Éxito recognizes that responsible business management is based on principles of ethics, integrity, and compliance. Therefore, it promotes transparent, equitable, and lasting relationships with its stakeholders, especially its suppliers.

- 2.1. Whether in its business practices or any other activity, Grupo Éxito is committed to:
  - Comply with applicable national and international laws, principles, rules, and regulations.
  - Handle situations of managing conflicts of interest in which an employee and supplier of the Company are immersed.
  - Promote among the different stakeholders the highest ethical conduct, rejecting fraud, bribery and corruption, and any other behaviour that goes against transparency and corporate ethics.
  - Reject any form of corruption
- 2.2. Is committed to building equitable and transparent business relationships with its suppliers and treating them fairly, regardless of their size. By respecting the rules of free competition and free trade, Grupo Éxito seeks to develop long-term business relationships with suppliers, considering their ability to provide products and services that meet its needs.
- 2.3. Grupo Éxito strives to maintain an open and constructive dialogue with suppliers regarding their ability to comply with the Ethical Charter; and can assist in its implementation when necessary, to the best of its ability.
- 2.4. Grupo Éxito is committed to respecting and protecting the environment and works constantly, year after year, to reduce the environmental impact of its activities, in particular by building sustainable civil works, reducing greenhouse gas emissions, and improving energy and waste management. To promote this action, Grupo Éxito raises customer awareness, mobilizes its employees, and helps its suppliers respond to these challenges.

### 3. REQUIREMENTS

#### 3.1. GENERAL PRINCIPLES

- 3.1.1. Suppliers must comply with all local and international laws, applicable principles, rules, and regulations in force in the country they operate

and ensure that their suppliers and subcontractors comply with this commitment.

- 3.1.2. Suppliers undertake to implement policies, procedures, and mechanisms to prevent and control practices associated with the risks of fraud, bribery and corruption, and any other conduct against transparency and corporate ethics. Likewise, it is committed to informing Grupo Éxito of any indication or evidence that links or may link its partners or shareholders, administrators, representatives, employees, contractors or intermediaries in these or other conducts that go against transparency. Reports against this type of conduct may be communicated to Grupo Éxito through the reporting channels, which are handled by a third party independent of the company, which guarantees confidentiality and anonymity if you prefer. The channels are telephone line 018000 - 522526, e-mail [etica@grupo-exito.com](mailto:etica@grupo-exito.com) or the ethical form available on the Almacenes Éxito S.A. website.
- 3.1.3. The employees of Grupo Éxito must comply with the definitions and rules established in the Policy for Receiving and Giving Gifts or Attentions by Suppliers, in any form (including money, gifts, invitations, entertainment, travel, etc.), and any case, applying the Policy for Receiving Gifts contained in the Compendium of Corporate Governance of Grupo Éxito, with the limits and ceilings established therein. Additionally, suppliers and employees of Grupo Éxito undertake to refrain from giving, offering or promising directly or indirectly gifts, sums of money, utility or any other object or benefit of pecuniary value or additional benefit or utility to any entity, a person of public or private nature, or to national or foreign public servants, to obtain in exchange a benefit in business, procedures or national or international transactions that are carried out based on the relationship with Grupo Éxito. Failure by suppliers to comply with this requirement or any of the following requirements may result in the exclusion of the request for proposals or the termination of their contract, as the case may be.
- 3.1.4. Grupo Éxito has the responsibility to promote among its shareholders, administrators, directors, managers, employees, customers, suppliers, allies, advisors and other third parties with whom the Company has any link, the highest ethical conduct enshrined in the Transparency

Program, which defines the general criteria based on which the Company's willingness to act in the prevention, detection, investigation and response to possible acts of fraud, including bribery and corruption, which threaten transparency, are mandatory and are not discretionary in their interpretation or application, detection, investigation and response to possible acts of fraud, including bribery and corruption, which threaten transparency, which are mandatory and are not discretionary in their interpretation or application in the Transparency Policy, the Code of Ethics and Conduct and its related regulatory framework, promotes the highest ethical conduct and prohibits corruption in any of its manifestations. In addition, it expects that none of its suppliers, including administrators, employees, contractors, associates and/or third parties linked to suppliers, give, offer or promise directly or indirectly any sum of money or any object of pecuniary value or other benefit or utility, to any entity, person of public or private nature or public servant, whether national or foreign, to obtain in exchange a benefit in business, procedures or national or international transactions that are carried out based on the relationship with Grupo Éxito.

- 3.1.5. Torder to continue strengthening the culture of transparency and build valuable relationships with its stakeholders, Grupo Éxito has implemented guidelines, procedures and control measures with a risk-based approach aimed at preventing and controlling the risks of fraud, bribery, corruption, money laundering, financing of terrorism and financing for the proliferation of weapons of mass destruction (LAFT/FPADM). Therefore, the Company promotes that the different stakeholders with which it interacts, including suppliers and third parties related to the latter (administrators, employees, contractors, associates and associates), are not connected to behaviours or background for crimes source of ML/TF/TFTPD, and in turn are committed to managing these risks both with its internal staff and with third parties with which it establishes links.
- 3.1.6. Suppliers shall implement an effective internal management system to ensure that:
  - All employment relationships are recognised, documented and enforced (following the law, national customs, local practices and international labour standards), from recruitment to the end of the

employment contract, in particular for employees with a special status: youth, immigrants, national migrants, seasonal workers, teleworkers, piece-rate, trainees and apprentices, temporary employees, etc.;

- The principles set out in this Ethical Charter are disseminated and applied uniformly throughout its organisation and ensure that these principles are extended to its suppliers in the supply chain.

- 3.1.7. Suppliers undertake to be transparent in reporting information to Grupo Éxito. Any attempt to disguise, make a false statement, falsify documents, or misrepresent facts may result in Grupo Éxito excluding you from requests for proposals or immediately terminating the business relationship.

This applies in particular to:

- Supply chain information reported to Grupo Éxito;
- Internal documents and procedures that are within the scope of compliance audits ordered by Grupo Éxito when these refer to suppliers;
- The documents and procedures required as part of the Quality Policy of Grupo Éxito, the Contracting Policy of Grupo Éxito and the Suppliers Manual of Grupo Éxito as defined and accepted by the suppliers during their reference process or the Specifications accepted during their commercial negotiations.
- The documents required for the registration and due diligence process.

- 3.1.8. The suppliers of goods undertake not to subcontract the manufacture of Grupo Éxito's own brand products, in whole or in part, in production centers that have not been previously registered with Grupo Éxito. When Grupo Éxito authorises subcontracting, suppliers will be responsible for verifying the correct application of this Ethical Charter through external auditors or competent employees. Any unreported subcontracting may result in immediate termination of the business relationship.

- 3.1.9. All information derived from communications or the business relationship between the Suppliers and the Exito Group must be treated confidentially. Under no circumstances shall it be disclosed to third parties without the prior written consent of Grupo Éxito.

3.1.10. Suppliers shall not be a party to any type of collaboration or unfair practices that hinder free competition, particularly actions aimed at eliminating a competitor from the market or restricting access to the market of new competitors using illicit means.

## 3.2. HUMAN RIGHTS, HEALTH AND OCCUPATIONAL RISKS

### 3.2.1. *PROHIBITION OF CHILD LABOR*

- Suppliers undertake to comply with the national minimum age for admission to employment or work in any occupation and, in any case, not to employ children under 15 years of age.
- Suppliers shall not employ young workers over 15 years of age and under 18 years of age in night shifts or in conditions that may endanger their health, safety or moral integrity and/or harm their physical, mental, spiritual, moral or social well-being—conformity with ILO Convention No. 182.

### 3.2.2. *PROHIBITION OF FORCED LABOR*

Forced, compulsory or unpaid labour in any form, including prison labour, or others provided for in ILO Convention No. 29, are prohibited.

Grupo Éxito prohibits the confiscation of personal documents or requirements for employees to make deposits or pay recruitment or selection fees as a requirement for hiring.

Suppliers must respect the employee's right to terminate the contract through resignation and in a reasonable time and their right to leave the workplace at the end of their shift.

### 3.2.3. *FIGHTING AGAINST DISCRIMINATION AND ABUSE*

Concerning selection, hiring, training, working conditions, work assignments, compensation, benefits, promotions, discipline, termination and retirement, suppliers shall not practice, encourage or tolerate any discrimination based on gender, age, religion, marital status, race, social origin, illness, disability, pregnancy, national or ethnic origin, nationality, membership in workers'



organisations (including unions), political affiliation, sexual orientation, physical appearance or any other personal trait.

Suppliers shall not practice or tolerate physical, moral or sexual harassment or abuse.

Suppliers shall develop written disciplinary procedures that must be clearly explained to employees. Suppliers may not withhold wages as a form of disciplinary sanction.

#### 3.2.4. FREEDOM OF ASSOCIATION

Employees shall have the right to form or join a union of their choice and bargain collectively without management's prior authorisation. Suppliers shall not block, impede or interfere with these legitimate activities.

Where the right to freedom of organisation and collective bargaining is restricted or prohibited by law, suppliers shall not hinder alternative forms of free and independent representation and bargaining following ILO conventions.

#### 3.2.5. WORKING HOURS

Suppliers shall establish working hours that comply with national laws and ILO conventions, using those that best ensure the protection of employees' health, safety, and well-being. In all cases, suppliers shall respect a maximum working week of 48 hours, excluding overtime.

Overtime shall be assigned voluntarily, paid at a higher rate than the regular hour, and shall not exceed the limit established by local law (if there is no limit in the law, overtime shall not exceed 12 hours per week).

Suppliers shall respect the right of all employees to have a rest day after having worked the whole week or the agreed working day; however, as stipulated by law, the rest day may be operated with pay or with another paid compensatory day, as well as to paid annual leave and public holidays as stipulated by local law.

#### 3.2.6. SALARIES AND BENEFITS



Suppliers shall pay their employees' salaries, overtime and vacation benefits equal to or greater than the legal minimum and/or those specified in collective bargaining agreements; and in no case shall the employer's obligations under the Colombian Labor Regime apply to employment relationships, be avoided.

### 3.2.7. OCCUPATIONAL HEALTH AND SAFETY

Suppliers shall take appropriate measures, considering the working conditions and risks specific to their industry sector, to prevent accidents, injuries, or health problems that arise during professional activities.

Suppliers shall take appropriate measures to ensure fire prevention and ensure the soundness, stability and safety of buildings and equipment, including residential areas, if any.

Suppliers shall ensure that employees and management receive sufficient training in the following areas: firefighting, first aid, waste management, handling and disposal of chemicals and other hazardous materials, where applicable.

Given the health risks for employees, particularly in the manufacture of denim products, Grupo Éxito has banned the use of sandblasting for all Group products.

## 3.3. ENVIRONMENT

Suppliers shall implement, using available techniques and based on industry best practices, the necessary procedures and development plan to identify, avoid and/or reduce the negative impact of their activities on the environment and help combat climate change based on the following criteria:

3.3.1 Water use shall be optimised, and all wastewater from production processes shall be treated following local laws before disposal.

3.3.2 All wastes, particularly hazardous ones, must be handled responsibly (identification, storage, removal, treatment) according to local laws.

3.3.3 All non-renewable natural resources must be managed as efficiently as possible. Suppliers agree not to use raw materials derived from protected species or plants, or from animals derived from illegal practices. Suppliers must ensure the identification, labeling, and storage of any substance that poses an environmental risk, in order to prevent any risk of contamination.

Suppliers must ensure the identification, labelling, and storage of any

substance that poses an environmental risk to prevent any risk of contamination.

### 3.4. ANIMAL WELFARE

Suppliers undertake that, where products or raw materials are derived or obtained from animal husbandry, the welfare of the animals concerned is maintained throughout the supply chain (husbandry conditions, all stages of transport, slaughter, etc.), in particular:

- Protect them from hunger and thirst,
- Protect them from discomfort,
- Protect them from pain, injury or illness,
- Allowing them to express their innate behaviours,
- Protect them from fear and stress.

- Seek alternatives to having cage-free breeding processes.

### 3.5. PROTECTION OF PERSONAL DATA

Providers undertake to comply with the duties and obligations regarding the protection of personal data following the provisions of the Statutory Law 1581 of 2012, which dictates the general conditions for the protection of personal data and the Regulatory Decree 1377 of 2013, rules that aim to develop the constitutional right that all persons have to know, update and rectify the information that has been collected about them in databases or files, and the other rights, freedoms and constitutional guarantees referred to in Article 15 of the Political Constitution of Colombia.

As a consequence of this legal obligation, you must adopt security measures of logical, administrative and physical type, according to the criticality of the personal information to which you have access in the development of the commercial relationship with Grupo Éxito, to ensure that this type of information will not be used., commercialised, assigned, transferred and/or will not be subject to any other treatment contrary to the purpose authorised by Grupo Éxito.

Likewise, it shall adopt the policies and/or rules that set forth the guidelines to its employees on the use of personal information and the Habeas Data procedure required for the owners of the data to exercise their rights. In this matter will train its employees and employees.

## 4. VERIFICATION

- 4.1. To ensure strict compliance by suppliers with the principles and criteria of this Ethical Charter, the Supplier grants the right to Grupo Éxito to perform, at its sole discretion, audits directly or authorise specialised, independent, third-party companies to perform compliance audits. The audits only apply to suppliers of their own brand and private label products.
- 4.2. To this end, suppliers undertake to cooperate and facilitate audit activities and provide access to their places of business, production, documents and records, employees, subcontractors and suppliers.

- 4.3. Suppliers undertake to adopt corrective measures and ensure that such measures are taken, if applicable, within a time frame agreed by each of the parties defined and communicated by Grupo Éxito.
- 4.4. Grupo Éxito may immediately decide to terminate any commercial relationship or contract if suppliers fail to comply with these obligations or any of the commitments outlined in this document and/or refuse to take the necessary measures to resolve the cases of non-compliance that are reported to it. Grupo Éxito, at its discretion, may carry out up to three (3) follow-up audits in those events in which there are aspects to be corrected. Suppose, after such audits, the Suppliers do not remedy or correct the situation that originated the non-compliance. In that case, this will result in Grupo Éxito being able to terminate the commercial relationship with the suppliers.
- 4.5. The suppliers undertake to assume the costs of the audits/evaluations and their derivatives of the execution of the audits, which are associated with the total number of employees, location and the duration of days required for the audit.

## 5. REFERENCES

This Ethical Charter may not, in any case, be used to prevent the implementation of requirements more favourable than those specified in international standards and/or national and/or local legislation.

- 5.1. The Universal Declaration of Human Rights
- 5.2. International agreements relating to fundamental human rights:
  - The 1966 International Covenant on Civil and Political Rights.
  - The International Covenant on Economic, Social and Cultural Rights of 1966.
  - The Convention on the Elimination of All Forms of Discrimination against Women (1980)
  - The International Convention on the Rights of the Child 1989
  - The Convention on the Rights of Persons with Disabilities, 2007
  - The Convention on the Elimination of All Forms of Discrimination against Women 1980
  - The International Convention on the Rights of the Child 1989
  - The Convention on the Rights of Persons with Disabilities, 2007

- International core labour standards as defined by the ILO Declaration on Fundamental Principles and Rights at Work and its following standards, i.e.:
- Convention No. 29 on Forced Labor, 1930.
- Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87)
- - Right to Organize and Collective Bargaining Convention, 1949 (No. 98)
- - Equal Remuneration Convention, 1951 Convention No. 100 Abolition of Forced Labour Convention, 1957 (No. 105)
- - Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
- - Minimum Age Convention, 1973 (No. 138)
- Worst Forms of Child Labor Convention, 1999

### 5.3. Other international labour standards, such as:

- The ILO's Decent Work Agenda.
- The Hours of Work (Industry) Convention, 1919 (No. 1)
- The Weekly Rest (Industry) Convention, 1921 (No. 14)
- The Protection of Wages Convention, 1949 (No. 95)
- The Migration for Employment Agreement (Revised) Convention, 1949 (No. 97)
- The Minimum Wage Fixing Convention, 1970 (No. 131)
- The Workers' Representatives Convention, 1971 (No. 135)
- Migration for Employment (Supplementary Provisions) Convention, 1975 (No. 143)
- Collective Bargaining Convention, 1981 (No. 154)
- Occupational Health Services Convention, 1985 (No. 161)
- Chemicals Convention, 1990 (No. 170)
- Maternity Protection Convention, 2000 (No. 183)
- Protection of Wages Recommendation, 1949 (No. 85)
- Reduction of Hours of Work Recommendation, 1962 (No. 116)
- The Minimum Wage Fixing Recommendation, 1970 (No. 135)
- Minimum Age Recommendation, 1973 (No. 146)
- Occupational Safety and Health Recommendation, 1981 (No. 164)
- Home Work Recommendation, 1996 (No. 184)
- Worst Forms of Child Labor Recommendation, 1999 (No. 190)
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