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GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS OF MORKEN COLOMBIA S.A.S.

The present general terms and conditions of the purchase orders governing the sale and purchase of products and/or the provision of services (hereinafter the "Sale and Purchase") between MORKEN COLOMBIA S.A.S. (hereinafter MORKEN) and its suppliers (hereinafter THE SUPPLIER), jointly referred to as THE PARTIES, are those described in this document. The recipient of the purchase orders, that is to say, THE SUPPLIER, expressly and irrevocably accepts that the Sale and Purchase is governed by this document, and that the simple dispatch of the products and/or the rendering of the services implies its total acceptance of the provisions set forth herein.

No condition stated by THE SUPPLIER to accept or acknowledge this document shall be binding on MORKEN if it is in conflict or inconsistent with the terms and conditions contained herein, unless expressly approved in writing by MORKEN. Any additional or different terms proposed by THE SUPPLIER shall be unenforceable unless expressly authorized in writing by MORKEN. In the event of conflicting terms and conditions between the present document and another valid additional agreement fully executed by both parties, the other agreement shall prevail during its term. No revision hereto shall be valid unless written and signed by an authorized representative of MORKEN.

This document of general terms and conditions for MORKEN purchase orders shall be governed by the following:

CLAUSES

1. Purchase Order.

Each Sale and Purchase of products and/or services shall be materialized through a purchase order issued by MORKEN in accordance with the clauses stipulated in this document, through the channels (physical and/or digital) available for this purpose. The purchase order thus defined shall include the following concepts:

- a. **Information about THE SUPPLIER:** Name or company name, tax identification number, address, e-mail and contact telephone number.
- b. **Purchase order data:** Date of issue, reference for identification (number or code).
- c. **Description of products and/or services:** Identification code (if any), name, description, quantity, unit price and total price.
- d. **Delivery of products and/or provision of services:** Date, time, manner and address of delivery/shipment/provision of products and/or services.
- e. **Total:** Amount corresponding to the total price minus applicable discounts plus taxes and shipping or additional costs (if applicable).
- f. **Condition of payment.**
- g. **Additional notes.**
- h. **Technical specifications of the products and/or services.**
- i. **Warranty of products and/or services.**

2. Scope of the purchase order.

The terms and conditions stipulated herein are applicable to purchase orders for products and/or services entered into by MORKEN with THE SUPPLIER. No general conditions determined by THE SUPPLIER shall govern the purchase order unless so agreed in writing by MORKEN and THE SUPPLIER. In fact, even if MORKEN does not explicitly object to conditions different from those stipulated herein, or the conditions of THE SUPPLIER are included in the acceptance of the purchase order which it is obliged to issue in accordance with clause 3, or in any other document issued by THE SUPPLIER, the terms and conditions of the purchase orders determined herein shall prevail. Likewise, the acceptance or payment of the products and/or services by MORKEN shall not constitute an implied agreement.

3. Acceptance of the purchase order by THE SUPPLIER.

The purchase order will be considered accepted with the written confirmation sent by THE SUPPLIER to MORKEN, which must be made within three (03) working days following receipt of the purchase order by THE SUPPLIER. Under no circumstances can THE SUPPLIER accept a purchase order in part. Once the date established in the purchase order for the delivery of the products and/or the rendering of the services has elapsed without THE SUPPLIER having complied with such delivery or rendering, the purchase order shall be deemed rejected and shall be null and void, as if it had never existed. THE SUPPLIER shall not be entitled to any claim arising from the unaccepted purchase order.

4. Cancellation of the Purchase Order.

MORKEN may, without any justification whatsoever, cancel a purchase order, and must inform THE SUPPLIER of such cancellation in writing. In this case, the purchase order will automatically and immediately become null and void, as if it had never existed, and THE SUPPLIER will not be entitled to any claim arising from such cancellation. THE PARTIES shall agree on the conditions of cancellation for that particular case taking into account the expenses incurred and the portion of work performed by THE SUPPLIER up to the date of cancellation.


5. Delivery of products and/or provision of services.

The delivery of the products or rendering of the services object of the purchase order, will only be considered fulfilled when the totality of these are delivered or rendered to MORKEN to its entire satisfaction and in the conditions indicated in the respective purchase order. In this sense, the products will be delivered and the services will be rendered on the date or within the term established in the purchase order at the delivery address. The deliveries shall be accompanied by the respective purchase order issued by MORKEN. In general, in the case of products, deliveries shall include standard disposable packaging. In the event that reusable packaging is used, this shall be provided on a loan basis. The return of such reusable packaging by MORKEN to THE SUPPLIER shall be at the risk and expense of THE SUPPLIER. The risks of the products shall pass to MORKEN in the following cases: i) In case of delivery without installation or assembly upon delivery of the products at the delivery address, unless the products are rejected by MORKEN; and ii) In case of delivery with installation or assembly after written declaration of acceptance by MORKEN. Title to the products shall pass into the name of MORKEN upon delivery of the products at the delivery address unless the products are rejected by MORKEN.


6. Time and quantities of delivery of products and/or provision of services.

The time and quantities stipulated for the delivery of the products and/or the provision of the services shall be of the essence. Accordingly, MORKEN is not obliged to accept early deliveries, late deliveries, partial deliveries or over-deliveries, which modes of delivery always require the prior written consent of MORKEN. If MORKEN decides, in its sole discretion, to accept one or more such nonconforming deliveries, such acceptance shall not constitute a waiver of its right to reject any other shipment that does not conform to a purchase order. THE SUPPLIER shall immediately notify MORKEN of any possible delay in the delivery of the products and/or in the performance of the services. Without prejudice to any other remedy available under these general terms and conditions for purchase orders, MORKEN may decide, at its discretion: i) to cancel the purchase order for the products or services in question, without giving rise to any compensation or claims; and ii) to charge THE SUPPLIER a penalty for late delivery or late performance of the products and/or services relating to a specific purchase order. This penalty shall be calculated daily and at a rate of 0.5% of the price of the products not delivered or services not performed for each day of delay. This penalty shall be payable by THE SUPPLIER until actual and material delivery of the products or completion of the performance of the services takes place, but in no event shall it exceed 10% of the total value of the purchase order. Before invoicing such penalty, MORKEN shall allow THE SUPPLIER to present its arguments (if any) justifying the delay in delivery. THE SUPPLIER shall be liable for the payment of this penalty in cases of partial or total non-delivery or nonperformance.

7. Inspection and Testing. Defective products and/or services.

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Unless otherwise agreed by THE PARTIES in the purchase order, MORKEN shall have a period of forty-five (45) days from the delivery or installation of the products or rendering of the services, to inspect and test them. If during this period MORKEN should determine at its sole discretion that the products or services received or installed do not comply with the specifications established in the respective purchase order, it shall notify this situation in writing to THE SUPPLIER and shall have the right to demand from THE SUPPLIER: (i) The replacement of the product or service with an equivalent one; (ii) The repair of the product or service delivered within five (05) business days following the date of the referred

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notification, when possible; or (iii) Cancel the purchase order and respective invoice if it has already been issued and require the restitution of any amount paid plus the damages that the non-compliance with the purchase order may have caused. In any case, THE SUPPLIER shall bear all expenses and costs arising from the aforementioned events. Once the inspection and test period has elapsed, the warranty conditions agreed upon by THE PARTIES in the purchase order and those provided for in the applicable legislation shall apply.

8. Determination of prices in the Sale and Purchase of products and/or the rendering of services.

Unless otherwise provided in the purchase order, the prices of the products or services shall be expressed and invoiced in the Colombian legal tender currency (Colombian pesos COP) or in the local currency of the jurisdiction or country where the products will be delivered and/or the services will be rendered. In the event that the value of the contract has been agreed in dollars (USD) or other foreign currency, and its payment is executed in pesos, such dollars or other foreign currency shall be settled at the Representative Market Rate (TRM) in force for the date of filing of the invoice. The prices of the products shall include the costs of packaging, shipping or transportation, storage and insurance. Unless otherwise stated in the purchase order, the products will be delivered DDP1 (Delivery Duty Paid) at the delivery address. In the case of services, prices shall include any and all expenses and costs incurred by THE SUPPLIER in connection with the performance of the services. Likewise, the value presented in the purchase orders includes all disbursements for materials, equipment, management and administration, use of machinery and tools, transportation, lodging, fees, intellectual property rights, labor, intellectual and material items, salary and labor costs, and in general all direct or indirect costs attributable to the execution of the services, as the case may be, since the modality of execution of the services is at all costs on the part of THE SUPPLIER. The prices specified in the purchase order are fixed and firm. The prices are net and exclude any value corresponding to Sales Tax (hereinafter VAT), or any other indirect tax or similar charge on turnover that THE SUPPLIER is obliged to pay according to the applicable laws or to collect from MORKEN. Any increase in the prices of the products and/or services shall only be effective to the extent that MORKEN: i) Receives from THE SUPPLIER appropriate supporting documentation no later than prior to the shipment of the products or the provision of the services; and ii) Agrees, in writing, to such increase. If MORKEN does not agree to the price increase, it shall be entitled, at its sole discretion, to cancel the purchase order without giving rise to any claim or indemnity of any kind or claim for damages.

9. Invoicing and Payment.

THE SUPPLIER shall issue the invoice corresponding to a purchase order in accordance with the following provisions:

- a. Upon delivery of the products or services rendered in accordance with the terms set forth in clauses 5 and 6 hereof.
- b. Observing the instructions that MORKEN may specify from time to time and the applicable legal provisions.
- c. Including: i) All the data of the purchase order provided for in clause 1; ii) The data of THE SUPPLIER that MORKEN may require from time to time; iii) The payment term of the invoice; iv) Enabled means of payment with the respective codes and necessary data; and v) Any other requirement provided for by the applicable legal provisions.

MORKEN may observe the invoice within three (03) working days from the date it is received. If there are no observations, said invoice shall be considered accepted. THE SUPPLIER must submit the invoices corresponding to the products delivered or services rendered by e-mail to facturacioncolombia@morkengroup.com for electronic invoicing, or within the first fifteen (15) days of each month at the offices of MORKEN located at Calle 98 A No. 51 - 72 Arimetria Building Office 503 in the city of Bogotá D.C.; the invoices filed must have all the requirements of the Law and the supports that justify the rendering of the contracted services or the delivery and receipt to full satisfaction of the products acquired by MORKEN. In the event that the services or deliveries are executed in several phases, once the respective deliverables have been finalized or reviewed, THE SUPPLIER will present the invoice corresponding to what has been executed in the terms described above. MORKEN shall pay the invoices of THE SUPPLIER within a maximum period of ninety (90) days after the date of receipt and/or acceptance of the invoices mainly by bank transfer to the bank account designated by THE SUPPLIER in THE SUPPLIER Information Form, or subsidiarily through the means indicated in the respective invoice. Payments made by MORKEN shall be made only to a bank account opened in the name of THE SUPPLIER in the jurisdiction or country where it is duly incorporated or registered. MORKEN will make the withholdings on the amount of the payment to be made in accordance with the tax regulations in force. In the event of non-payment of the invoice within the agreed period, THE SUPPLIER must request MORKEN in writing to remedy such default within the following five (05) working days. If the non-compliance persists, after this last term, THE SUPPLIER will have the right to claim from MORKEN the amount corresponding to the invoice due plus a calculated interest, until the day of the effective payment of the invoice, equivalent to 1.5 times the current bank interest rate certified by the Financial Superintendence (usury rate), being said interest the only penalty and compensation that THE SUPPLIER may claim from MORKEN under any concept by virtue of the non-compliance. THE SUPPLIER waives the right to bring any other type of action or claim arising from the non-payment of any invoice. Under no circumstances shall payments made by MORKEN be considered as an acknowledgement that the products have been delivered or the services have been performed in accordance with the purchase order. In the event that the products or services are defective or incomplete, MORKEN shall be entitled to withhold payment of any disputed invoice until such dispute is resolved. MORKEN shall also be entitled to set off against any amounts due or overdue owed to THE SUPPLIER, any amounts owed by THE SUPPLIER to MORKEN, including, without limitation, penalties owed by THE SUPPLIER for late or partial delivery of products or performance of services.


10. Representations and warranties of THE SUPPLIER.

THE SUPPLIER declares: (i) That the products will be new, unused, of merchantable and satisfactory quality, fit for any purpose made known to MORKEN, whether express or implied, free from any defect in design, material or workmanship; (ii) That the Products and/or Services will conform to the specifications, illustrations, samples or other descriptions contained or referred to in the Purchase Order and that the Products in particular will comply with any and all health and safety standards as required or established under applicable laws and regulations in force and are fit for their intended use; (iii) that THE SUPPLIER will exercise all necessary skill, care and due diligence and will perform the services in accordance with good professional and ethical practices; iv) that none of the products and/or services purchased by MORKEN, or their sale or use, will infringe any patent, trademark, copyright, trade secret or similar intellectual property rights of any third party; v) THE SUPPLIER shall comply with all laws, local and national applicable to its performance under the Purchase Order; vi) THE SUPPLIER represents that it has not changed any composition, formulation or other constituents of the products subject to the Sale and Purchase without the written approval of MORKEN. In the event that the products or services do not comply with the Purchase Order and the stipulations described above, including defects that do not appear until the products are further processed, MORKEN shall have the following remedies, at its sole discretion: (i) Reject the products and return them to THE SUPPLIER at THE SUPPLIER's risk and cost; (ii) Request THE SUPPLIER, if applicable, to remedy defects or non-compliance of the products or services within a reasonable period of time determined by MORKEN, at THE SUPPLIER's cost; (iii) Request THE SUPPLIER to replace defective or non-compliant products or request it to perform the services within a reasonable period of time as determined by MORKEN, and at THE SUPPLIER's cost; iv) Obtain from THE SUPPLIER a price reduction for that part of the products and/or services affected by such defects or non-compliance; v) Eradicate the defects or have them eradicated by a third party or arrange for the delivery of similar products or services by THE SUPPLIER or a third party, the costs to be borne in each case by THE SUPPLIER; vi) Cancel the purchase order, in whole or in part, free of charge, and obtain adequate compensation from THE SUPPLIER for damages suffered by MORKEN. Said warranties shall remain in force for a minimum period of twelve (12) months in accordance with the provisions of article 8 of Law 1480 of 2011, without prejudice to the terms of warranty provided by the manufacturer of the products, in the event that the warranty granted by the manufacturer is longer, it shall be extended for this period, from the date of delivery of the products or the provision of the services.

11. Obligations of THE SUPPLIER.


THE SUPPLIER undertakes to:

- a. Guarantee to MORKEN that it has full powers, legal and professional capacity and its own structure for the development of its activities and the provision of the products and/or services object of the purchase order, which it also provides to other companies and persons on a non-exclusive basis.
- b. Comply with all legal provisions applicable to its commercial activity and those corresponding to it as employer or contractor, especially those related to the products and/or services covered by the purchase order, and have all the necessary licenses, authorizations, qualifications, certifications and registrations for the provision of the referred products and/or services.

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- c. Acquire and keep up to date the insurance policies that are mandatory based on its activity, personnel in dependence and subcontractors in accordance with current legislation.
- d. Comply with the internal standards and policies that MORKEN may indicate, including the "Code of Ethics MORKEN COLOMBIA".
- e. Hold harmless and indemnify MORKEN and its affiliates, employees and agents in respect of any legal and/or extrajudicial action, costs, losses, interest and/or damages arising from any claim of any nature whatsoever arising in connection with these terms and conditions, a purchase order or the products and/or services which are the subject of the purchase order.
- f. Ensure that its personnel, in the event that it must have access to any MORKEN premises in relation to a purchase order, comply with the health and safety at work procedures, as well as with the policies applicable to the premises and those that MORKEN may indicate to it from time to time. To this effect, THE SUPPLIER is responsible

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for having all the financial, physical, locative, logistical, equipment, technical resources and competent personnel at the work site before and during the provision of the service, as well as to comply in a timely manner with the personnel and equipment certifications required for this purpose. When there is loss of time and/or material damage due to non-compliance with the HSEQ requirements, the costs associated with these losses shall be assumed by THE SUPPLIER.

12. Services provided and performed on MORKEN's premises and/or on the premises of MORKEN's clients.

If under the Purchase Order, THE SUPPLIER is required to provide services on premises owned or occupied by MORKEN or one of its affiliates or clients: (i) THE SUPPLIER shall conform to and procure that its suppliers, its subcontractors and their respective employees and agents comply with all applicable occupational safety and health, ethical, environmental and other rules, regulations, codes of practice and requirements in operation at such facilities; and (ii) THE SUPPLIER and the personnel of its suppliers and subcontractors performing such services shall be equipped by THE SUPPLIER at its own expense with all necessary personal protective equipment, including all biosafety equipment. THE SUPPLIER must identify its own equipment needs for emergency care in the field (fire extinguishers, first aid kits, stretchers, among others) in accordance with the risk analysis of the contracted activity. THE SUPPLIER must demonstrate that it performs a continuous identification of hazards, evaluation, assessment and control of the risks associated with the activities it performs in the execution of the services and take appropriate actions to manage the risks to prevent the impact of possible accidents or incidents. This process must include its subcontractors. THE SUPPLIER must guarantee that it operates in compliance with all the regulations in force in the country of operation, its modifications and other applicable regulations regarding occupational health and safety, according to the scope of its services.

13. Independence of THE PARTIES.

MORKEN and THE SUPPLIER are independent parties acting for all purposes on their own account and risk, there being no other relationship between them other than that entered into by means of these terms and conditions and the purchase orders that are accepted. No act, fact or circumstance shall be understood as a link between THE PARTIES that could lead to presume the existence of a partnership, association or dependency relationship. THE SUPPLIER irrevocably and expressly waives the right to make any labor and/or corporate claim against MORKEN by virtue of these terms and conditions and the purchase orders.

14. Confidentiality and Intellectual Property.

In addition to what is established in the "MORKEN COLOMBIA Code of Ethics", these terms and conditions and the purchase orders will be confidential, except in the case of mandatory requirements. A mandatory requirement shall be considered to be that which emanates from a Law, court order or other regulation, administrative or governmental entities or regulatory authorities that require such disclosure. In all cases, THE PARTIES shall immediately notify each other of the existence of a mandatory requirement. All information to which THE SUPPLIER has access with respect to MORKEN as a consequence of these terms and conditions and of the purchase orders shall be confidential. THE PARTIES undertake to keep the confidential information strictly confidential and to use it solely and exclusively for the purpose of complying with these terms and conditions and the purchase orders and not to disclose or allow their officers, employees, agents, representatives, contractors and/or subcontractors to disclose the content of the confidential information to third parties. Likewise, THE SUPPLIER accepts that its confidentiality obligations shall remain in force even after the termination of these terms and conditions, whatever the cause of its termination. For the purposes of the present clause and in development of the above, all specifications, software and any other information, whether of a technical or commercial nature, provided by MORKEN in relation to the purchase order, as well as the purchase order itself, shall be treated as confidential by THE SUPPLIER and, without the prior written consent of MORKEN, shall not be disclosed by THE SUPPLIER to any third party, and THE SUPPLIER shall not use them for advertising, display or publication or for any purpose other than as necessary for the proper performance of its obligations under the purchase order. All specifications, software and any other information provided by MORKEN in connection with the purchase order shall remain the property of MORKEN at all times. They must be handed over to MORKEN upon completion of the purchase order and must be used by THE SUPPLIER solely for the purposes of the purchase order. THE SUPPLIER acknowledges that all intellectual property rights related to the purchase order, including but not limited to names, service marks, trademarks, inventions, logos and copyrights of MORKEN and its affiliates, are and shall remain the exclusive property of MORKEN or its affiliates and shall not be used by THE SUPPLIER, except to the extent that THE SUPPLIER obtains MORKEN's prior written approval. The provisions of this clause shall remain in force even after the termination of the purchase orders entered into between THE PARTIES.

15. Noncompliance.

The breach by THE SUPPLIER of any clause of these terms and conditions or of any purchase order, will automatically result in default, without the need for prior judicial and/or extrajudicial interpellation by MORKEN to constitute THE SUPPLIER in default. In this case, MORKEN will have the right to immediately terminate these terms and conditions and cancel any accepted purchase order, without prejudice to its right to initiate any legal action it deems appropriate.

16. Indemnification.


THE SUPPLIER shall indemnify and hold harmless MORKEN from and against any and all claims, costs, expenses, losses and damages which MORKEN and/or its affiliates may suffer, whether arising: (i) From the failure of THE SUPPLIER to perform any of its obligations under the Purchase Order; (ii) From the negligence of THE SUPPLIER, its agents, assigns, employees or subcontractors; (iii) From product liability claims, arising in connection with the Products at any time and without prejudice to the statutory limitations provided in any applicable law; and iv) With respect to any infringement of patents, registered designs, trademarks, copyrights or other intellectual property rights arising out of the sale or use of the products supplied or services performed under the purchase order. THE SUPPLIER undertakes to hold harmless and indemnify MORKEN, its directors, partners, employees, successors and assigns, against any claim, demand, requirement of any person or authority, lawsuit, administrative or judicial proceeding, attachment, payment, judgment, settlement, penalties, fines, execution of policies, expenses, damages, consequential damages and lost profits, which have been or are alleged to have been caused by the execution of the purchase order, or by the breach of the obligations acquired by virtue of the purchase order by THE SUPPLIER, its agents, subordinates, employees or subcontractors.

17. Termination of Purchase Orders.

MORKEN may terminate the contractual relationship derived from the purchase order unilaterally, without THE SUPPLIER being able to claim the payment of any compensation, in the following circumstances: (i) In the event that THE SUPPLIER has failed to comply with any of the provisions of this document and/or those established in the purchase order; (ii) When due to technical incapacity or any other unjustified circumstance, THE SUPPLIER, in the opinion of MORKEN, paralyzes the delivery of the products or the execution of the services object of the purchase order; (iii) Due to financial incapacity of THE SUPPLIER which is presumed when it enters into a process of business reorganization, liquidating bankruptcy or more than three executive processes are being heard against it; iv) Due to dissolution of the company of THE SUPPLIER; v) Due to the persistence of a cause of force majeure or fortuitous event for more than thirty (30) days, without cessation of such cause; vi) For incurring in violation of the Law or the legal order; vii) In any case, at any time, MORKEN may terminate the purchase order, giving written notice to THE SUPPLIER, with a notice period of no less than three (03) days, without this giving rise to any type of indemnity of damages of any kind payable by MORKEN.

18. Prevalence of Terms and Conditions.

These terms and conditions and the documents cited herein constitute the entire agreement between THE PARTIES and the framework of their commercial relationship, which will be materialized through the purchase orders issued as a result. THE PARTIES undertake to comply with these terms and conditions, as well as the obligations assumed in the accepted purchase orders. In the event that a framework contract, specific agreement or other applicable agreement is in force between MORKEN and THE SUPPLIER, the purchase order will be equally valid and will be governed by the present terms and conditions, but the provisions of the referred contract will prevail in the event of conflict with the provisions established herein, for the duration of its validity.

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19. Compliance with Regulations on the Prevention of Money Laundering and Financing of Terrorism.

In order to comply with the purchase orders assigned to THE SUPPLIER, it is obliged to prove that: i) It complies with the general and specific regulations on Prevention of Money Laundering and Financing of Terrorism; ii) It has mechanisms for the prevention and control of money laundering, knowledge of customers, detection and reporting of suspicious transactions and control of the financing of terrorism; iii) In all the transactions it carries out, it follows up on the origin of the resources. Likewise, it verifies that its contractual counterparties are not on any of the national or international public lists of persons indicated as drug traffickers, terrorists, subjects to forfeiture of ownership and tax liable, or who have known seizure measures in proceedings for money laundering; and iv) It knows the stipulations of MORKEN regarding the Prevention and Control of Money Laundering and submits to the System for the Prevention of Money Laundering and Financing of Terrorism applied by MORKEN. MORKEN is authorized to carry out, at any time, the cross-checking of the information it has in its databases of THE SUPPLIER with the national and international public lists of persons under investigation for Money Laundering and Extinction of Ownership. In the event that the investigation yields positive results, the pertinent decisions will be taken, taking into account MORKEN's Money Laundering Prevention and Control Policies.

20. Privacy and Personal Data Protection.

THE SUPPLIER expressly authorizes MORKEN to use, process, transfer and store his/her personal data in the event that THE SUPPLIER is a natural person. MORKEN undertakes to obtain the necessary authorizations and consents in the event that it requires the personal data of THE SUPPLIER's employees or representatives for the execution of these terms and conditions or of a specific purchase order. MORKEN may share the personal data of THE SUPPLIER: (i) With other subsidiaries, affiliates and/or related entities of MORKEN; (ii) To comply with legal requirements; and (iii) With third parties when in its discretion it is necessary to execute these terms and conditions or a specific purchase order. THE SUPPLIER may at any time access, rectify or demand the deletion of the personal data that he/she has provided to MORKEN, in accordance with the procedures that MORKEN may indicate to him/her from time to time. Furthermore, THE SUPPLIER represents and warrants that it, its employees, its subcontractors, its suppliers or any person acting on its behalf, will comply with all applicable national and international laws and regulations, whether published or not, including in particular Law 1581 of 2012 and its Regulatory Decree 1377 of 2013 regulating the matter for the processing of personal data provided by MORKEN to THE SUPPLIER, including prior to the issuance of Law 1581 of 2012, on the occasion of the business relationship between THE PARTIES. THE SUPPLIER guarantees that it will handle and process the data provided by MORKEN under strict protection and security measures. By virtue of the foregoing, and in compliance with the provisions of Law 1581 of 2012 and in accordance with Decree 1377 of 2013, THE SUPPLIER informs that the data is also protected by the Personal Data Protection Policy of MORKEN which has been informed to THE SUPPLIER who declares to know and accept it. Said data is used for the purpose of developing and managing, in an appropriate manner, the commercial relationship between THE PARTIES, as described in the aforementioned Personal Data Processing Policy, which mainly comprises administrative, commercial, marketing, loyalty, follow-up and financial management activities. THE SUPPLIER undertakes and guarantees that it will maintain the confidentiality of all personal data and particularly: i) That it has implemented or will implement adequate right of access procedures to regulate access to personal data, such as cryptographic methods, means of authentication, etc., as applicable; ii) That it will only use personal data that it has or will implement adequate access rights procedures to regulate access to personal data, such as cryptographic methods, means of authentication, etc., as applicable; as applicable; ii) That only persons with a need to know more, for the purpose of providing the services, will have the possibility to access personal data, and such persons are bound by confidentiality obligations at a legal or contractual level, which are no less demanding than those set forth in clause 14 of these General Terms and Conditions of the Purchase Orders.

21. Exclusion of Employment Relationship.

THE SUPPLIER will be responsible for the hiring of its collaborators and dependents and, therefore, concepts such as fees, salaries, subsidies, affiliations, indemnifications and other legal or extra-legal benefits that arise due to or on occasion of the services rendered by the personnel, will be assumed exclusively by the latter, with respect to its officers, employees or contractors, therefore, MORKEN does not acquire any relationship with the subcontractors and the responsibility for the works that they execute, will continue to be the responsibility of THE SUPPLIER.

22. Assignment and Subcontracting.

Except with the prior written consent of MORKEN, THE SUPPLIER may not assign, in whole or in part, in favor of any third party, its rights and obligations arising from these terms and conditions, from any purchase order and the respective invoices issued, nor subcontract the supply of products and/or the provision of services that are the object of a purchase order.

23. Applicable Law and Jurisdiction in Dispute Resolution.

The interpretation, validity and execution of any purchase order and of these terms and conditions, as well as any controversy related thereto, once the direct conciliation stage has been exhausted, shall be governed under the laws of the Republic of Colombia, and THE PARTIES submit to the exclusive jurisdiction of an Arbitration Court whose domicile shall be in the city of Bogotá D.C. and shall be formed by an arbitrator and shall operate at the Conciliation and Arbitration Center of the Chamber of Commerce of Bogotá, in accordance with the rules in force on the matter, and THE PARTIES agree that the award rendered by the Tribunal shall be binding and not subject to appeal.

24. Final Provisions.

ENTIRE AGREEMENT: The purchase order, these clauses, and the commercial offer submitted by THE SUPPLIER, contain the entire agreement between THE PARTIES and supersede any other agreement or arrangement, verbal or written made previously.

PARTIAL NULLITY: The nullity of one of the clauses shall not affect the integrity of the order or its clauses and THE PARTIES shall make their best efforts to comply with it without affecting its meaning and to find a provision that meets the primary interest of THE PARTIES that complies with the legal or judicial requirements with respect to the clause declared null and void.

KNOWLEDGE: THE SUPPLIER declares that he is fully and completely aware of the technical requirements of MORKEN and that he agrees to comply with such requirements. That he knows the area where he will provide the services, its conditions, access routes, and that he has taken into account all of the above to fix the prices, deadlines and resources necessary for the execution, to the satisfaction of MORKEN, of the services object of the purchase order.